

FIRST REVISED PUBLIC OFFERING STATEMENT  
FOR  
ASHCOMBE FARMS WEST,  
A PLANNED COMMUNITY

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Effective Date: March 23, 2006

FIRST REVISED PUBLIC OFFERING STATEMENT  
FLEXIBLE RESIDENTIAL PLANNED COMMUNITY

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ASHCOMBE FARMS WEST, A PLANNED COMMUNITY

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PUBLIC OFFERING STATEMENT

Name of Planned Community: Ashcombe Farms West, a Planned Community

Location of Planned Community: South of Palomino Road (T.953) and West of Ashcombe Boulevard, Dover Township, York County, Pennsylvania

Name of Declarant: AFW Development, Inc.  
Address of Declarant: 1730 Columbia Avenue  
Lancaster, Pennsylvania 17603

Effective Date of Public Offering Statement: March 23, 2006

NOTICE TO PURCHASER

A PURCHASER OF A LOT IS AFFORDED A SEVEN (7) DAY PERIOD DURING WHICH HE OR SHE MAY CANCEL AN EXECUTED CONTRACT FOR SALE WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE SEVEN (7) DAY PERIOD BEGINS TO RUN ON THE DATE OF DELIVERY OF THE PUBLIC OFFERING STATEMENT OR ANY AMENDMENT TO THE PUBLIC OFFERING STATEMENT WHICH MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT, AND ANY AMENDMENTS THERETO, TO PURCHASER BEFORE CONVEYING A LOT, THAT PURCHASER MAY RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE UNIFORM PLANNED COMMUNITY ACT, WHICH DAMAGES ARE SUBSTANTIALLY AS FOLLOWS:

THE PURCHASER, IN ADDITION TO ANY OTHER RELIEF, IS ENTITLED TO RECEIVE FROM DECLARANT AN AMOUNT EQUAL TO FIVE (5%) PERCENT OF THE SALES PRICE OF THE LOT UP TO A MAXIMUM OF \$2,000.00, OR ACTUAL DAMAGES, WHICHEVER IS THE GREATER AMOUNT. A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT OR AN AMENDMENT THERETO, THAT IS NOT WILLFUL, SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN SEVEN (7) DAYS BEFORE SIGNING A CONTRACT, THE PURCHASER CANNOT CANCEL THE CONTRACT, EXCEPT THAT A PURCHASER SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BEFORE CONVEYANCE WITHIN SEVEN (7) DAYS AFTER RECEIPT OF ANY AMENDMENT THERETO WHICH WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THE PURCHASER.

## **PUBLIC OFFERING STATEMENT**

This Public Offering Statement is prepared in accordance with Section 5402 of the Pennsylvania Uniform Planned Community Act ("Act") and the following information is provided to prospective purchasers of Lots within Ashcombe Farms West, a Planned Community ("Ashcombe Farms West") for the purpose of providing a summary of Ashcombe Farms West, its features, operation, restrictions and related matters. The reader is encouraged to review not only this Public Offering Statement, but also all Exhibits to this Public Offering Statement, including but not limited to, the Declaration document ("Declaration"). The Declaration document is legal document which sets forth in detail the features, operation, restrictions and related matters of Ashcombe Farms West as a planned community. The following summarizes the primary planned community concepts of Ashcombe Farms West, which are set forth in greater detail in the Declaration.

1. **The Planned Community Concept.** The planned community concept was established in Pennsylvania in by virtue of the Act in 1996. A planned community is not a "condominium." In a planned community, the lot owners own fee simple title to their lots and the dwelling and other improvements constructed on their lot, while a homeowners association (Which the lot owners are member of) is formed for the benefit of all lot owners in the planned community to own and / or control other portions of the planned community for the benefit of the planned community as a whole. The homeowners association is also charged with the eventual responsibility of overseeing the general operation of the planned community, including the enforcement of covenants and restrictions. The portions of a planned community to be *owned* by the homeowners association are called "common facilities" and the portions of a planned community to be *controlled* (but not owned) by the homeowners association are called "controlled facilities." Collectively, common facilities and controlled facilities are known as "common elements."

The developer who establishes a planned community is known under the Act as the "Declarant." The Declarant is responsible for establishing the planned community pursuant to the Act, which includes, among other things, designating the common elements, establishing the covenants and restrictions and setting up the homeowners association. Homeowners associations are governed by a board of directors called an "executive board" whose members are initially individuals appointed by the Declarant and later are homeowners elected by the Lot Owners. Initially, control of a planned community and its homeowners' association is in the hands of the Declarant of the planned community. The Act sets forth the timeframes and procedures under which control of the homeowners association is transferred to the homeowners of the planned community.



2. Declarant. The Declarant of Ashcombe Farms West is AFW Development, Inc., a Pennsylvania corporation (for the remainder of this Public Offering Statement, "Declarant" shall mean AFW Development, Inc.). Declarant's principal place of business is 1730 Columbia Avenue, Lancaster, Lancaster County, Pennsylvania.

3. Description of Ashcombe Farms West, a Planned **Community**.

Ashcombe Farms West, a Planned Community ("Planned Community") is located on a tract of land which is 64.02 acres in size, located South of Palomino Road (T-953) and West of Ashcombe Boulevard, in Dover Township ("Township"), York County, Pennsylvania. Declarant has received final approval for the initial three (3) phases of the Planned Community. Phase 1 of the Planned Community was approved pursuant to the Final Subdivision and Land Development Plan for Ashcombe Farms West, Phase I, dated September 10, 2002, last revised September 13, 2004, recorded in the Office of Recorder of Deeds of York County, Pennsylvania, in Plan Book SS, Page 826. This initial phase ("Phase 1") contains 10.51 acres (more or less) consisting of twenty-one (21) building lots ("Lots"), three of which are also each designated as Withdrawable Real Estate. Phase 1 also contains three (3) open space lots designated as Lot OS-1, OS-2 and OS-5, all of which are Common Facilities, and more fully described in the Declaration. Phases 2 and 3 were approved pursuant to the Final Subdivision and Land Development Plan for Ashcombe Farms West, Phases 2 and 3, dated December 7, 2004 and recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 1755, Page 336. Phase 2 contains 6.79 acres (more or less) consisting of twenty-five (25) building lots ("Lots"). Phase 3 contains 8.23 acres (more or less) consisting of thirty-two (32) building lots ("Lots"). Phase 3 also contains one open space lot designated as OS-2A, which is a common facility and is more fully described in the Declaration.

The Planned Community is identified as a "flexible residential planned community" because at its inception, Declarant had reserved the right to expand the size of the Planned Community beyond that laid out in Phase 1 by adding real estate to the Planned Community (called "Additional Real Estate") and subdividing that real estate into additional Lots and Common Elements (Common Facilities or Controlled Facilities, or a combination thereof). Declarant has now added two (2) of those additional parcels to the Planned Community, designated as "Additional Real Estate No.1" and "Additional Real Estate No. 2," and has subdivided Additional Real Estate No. 1 (now "Convertible Real Estate No. 1") into twenty-five (25) additional Lots and has subdivided Additional Real Estate No.2 (now "Convertible Real Estate No. 2") into

thirty-two (32) additional Lots, plus OS-2A, which is a Common Facility. Declarant has reserved the right to add three (3) additional parcels of real estate to the Planned Community, designated as "Additional Real Estate No. 3," "Additional Real Estate NO. 4" and "Additional Real Estate NO. 5: If added to the Planned community, those three (3) additional parcels of real estate may be converted into additional Lots and Common Elements ("Convertible Real Estate No. 3', "Convertible Real Estate NO. 4' and "Convertible Real Estate No. 5"). Declarant has the right to convert Convertible Real Estate NO.3 into up to twenty-one (21) additional Lots plus Common Elements, subdivided Convertible Real Estate NO. 4 into up to seventeen (17) additional Lots plus Common Elements and subdivide Convertible Real Estate NO.5 into up to fifteen (15) additional Lots plus Common Elements.. Any Lots added pursuant to this right to expand the Planned Community would also be subject to the same use, occupancy, development restrictions and all other provisions of the Declaration, as Phases 1, 2 and 3. The total number of building Lots upon which single family dwellings may be constructed within the Planned Community shall not exceed one hundred thirty-one (131) Lots. Notwithstanding the foregoing, Declarant has designated three (3) Lots within the Planned Community (Lot No. 98, Lot No. 99 and Lot No. 100) as "Withdrawable Real Estate." This means that Declarant may choose not to have these Lots be part of the Planned Community and/or not have single family homes constructed on those Lots and instead sell or otherwise use those Lots for any other legal purpose. If any or all of those Lots designated as Withdrawable Real Estate are removed from the Planned Community, the number of Lots in Phase 1 would be adjusted downward accordingly. Declarant also has reserved the right to identify other portions of the parcels of Additional Real Estate as Withdrawable Real Estate. So far, the Declarant has not identified any additional portions of the Planned Community as withdrawable real estate.

Declarant maintains the right, for a period of seven (7) years from the date of recording of the Declaration, to add Additional Real Estate No.3, Additional Real Estate No.4, and/or Additional Real Estate NO. 5 to the Planned Community and to convert said parcels into Lots and/or Common Elements. Declarant may add those additional parcels in any order that Declarant chooses.

There are two (2) points of access to the Planned Community, one of which by way of Palomino Road and the other by way of Ashcombe Boulevard. As a condition of municipal approval of the Phases 1, 2 and 3, Declarant is reqUired to construct portions of Sheppard Drive, Woodhall Way, an ex1ension of the existing Ashcombe Drive and a portion of Lynn Circle. Declarant has also, in connection with development of Phase 1, completed certain improvements to Palomino Road. All of the street rights-of-way **will** be fitly (50) feet in width with a thirty-six (36) foot wide paved cartway (i.e. street). Declarant **will** construct or cause to be constructed



within each of the designated rights-of-way, streets, curbs, utilities, storm water management facilities, and sanitary sewer facilities and other similar appurtenances. In addition, underground electrical lines, water lines, telecommunication lines, gas lines (if applicable) and telephone lines will also be installed. Declarant will complete the construction of streets and other improvements within Phases 1, 2 and 3 in accordance with municipal requirements and, upon completion, Declarant will offer for dedication the legal rights-of-way for streets, including the streets and other appurtenances, to Township. If Township accepts the offer of dedication (Which is customary), then those rights-of-way, to include the streets and other appurtenances constructed within the rights-of-way, will become public streets subject to the rights of the individual utility companies that have service lines installed in said streets. Declarant previously initiated construction of the Phase 1 improvements, which are now substantially complete. Declarant now has commenced construction of the Phase 2 and 3 improvements so as to complete the Lots and make them "ready to build" (i.e. streets, storm sewers, sanitary sewers, etc.) and anticipates substantial completion of the same prior to Summer, 2006.

Declarant will also offer for dedication all public sanitary sewer facilities constructed therein, in accordance with the requirements of Township. Until such time as the streets have been completed and offered for dedication and accepted by Township, Declarant will be responsible to maintain the streets, to include, but not limited to, snow removal. No Lot owner has any such obligation with respect to street maintenance or street snow removal. In addition, until such time as the public sanitary sewer collection lines and appurtenances have been completed and offered for dedication and accepted by Township, Declarant will be responsible to maintain said sanitary sewer collection lines and collection systems. No Lot Owner has any such obligation to maintain the sanitary sewer collection lines and appurtenances except the Lot Owner is obligated (in accordance with the requirements of Township) to maintain all or a portion of the "service line" which extends from the sanitary sewer main to the single family dwelling constructed upon their Lot.

Public water and public sanitary sewer service is provided by Dover Township; telephone service is provided by Verizon; gas service is provided by Columbia Gas; cable television service is provided by Susquehanna Communications; and electric service is provided by FirstEnergy - GPU Energy and Adams Electric Cooperative.

The homeowners association for Ashcombe Farms West has been organized as a Pennsylvania non-profit corporation and is known as "Ashcombe Farms West Homeowners' Association" (hereinafter

"Association"). The Association will eventually own the Common Facilities and control and regulate the Controlled Facilities, enforce the covenants and restrictions contained in the Declaration, exercise architectural control within the Planned Community, make dues assessments to be paid by the owners of Lots in Ashcombe Farms West so as to fund the operation of the Association and otherwise operate and manage the affairs of Planned Community. Initially, the Association will be controlled by Declarant and the Declarant appointed members of the Association's executive board (hereafter "Executive Board") and such control shall continue until the turnover of the Executive Board and Association to the homeowners by way of the procedures spelled out in the Declaration as well as the Bylaws for the Association (a copy of which is included as an exhibit to the Declaration). This means that all powers vested in the Association and the Executive Board will be vested with the Declarant until such time as the affairs of the Association are turned over to the Lot Owners pursuant to the requirements set forth in the Declaration.

Each owner of a Lot (including Declarant) becomes a member of the Association upon their purchasing a Lot in the Planned Community. After turnover of the Association, Lot owners will have one (1) vote in the Association for each Lot so owned. As set forth above, the Planned Community is structured as a "flexible residential planned community". This means, among other things, that Declarant has retained the right to add additional real estate to the Planned Community. As the Planned Community expands, the Lot Owners within the Additional Real Estate will be allocated one (1) vote in the Association. This means that the individual voting strength of each Lot Owner of the Planned Community on a percentage basis will decrease accordingly as new Lots are added. However, each Lot Owner will continue to have one (1) vote in the Association.

Declarant anticipates that all, or substantially all, of the single-family dwellings constructed within the Planned Community will be constructed by an affiliate of Declarant. Declarant anticipates that such single-family dwellings and the Lots on which they are constructed will be sold to purchasers on both a "speculative build" and "custom build" basis. Declarant may, at its option, restrict the sale of Lots such that some or all of the Lots will be sold to purchasers only on the condition that Declarant's affiliate has constructed or will construct a home on such Lot or Lots. Pursuant to the Declaration, Declarant has reserved architectural approval powers with respect to the initial construction of single family dwellings to be constructed upon each Lot within the Planned Community. There are specific restrictions with respect to construction materials and the like. Each potential purchaser should review the Declaration carefully so that the potential purchaser understands the nature of the restrictions which apply in connection with construction of single family dwellings and which apply with respect to future additions or modifications (exterior) with respect to said dwellings.



4. Subdivision/Re-Subdivision of Lots. Declarant has reserved the right in the Declaration to further subdivide any Lot within Phases 1,2 and / or 3 and any other future Phases of the Planned Community. If Declarant exercises that right, the total number of building Lots may be different than indicated. A purchaser may elect to acquire two (2) or more building Lots and may elect to combine those Lots through a "resubdivision," in which case the aggregate number of building Lots would be reduced. Any such "re-subdivision would be subject to applicable Township and other municipal ordinances.

5. Rental of Single Family Dwellings. Declarant may, in the course of development of the Planned Community, construct one or more models (which is authorized in the Declaration) and if said models are not sold, Declarant has the right, at Declarant's option, to lease those models under terms and conditions acceptable to Declarant. There is no restriction with respect to the leasing of any single family dwelling owned by a Lot Owner.

6. Planned Community Documentation. Declarant has submitted Ashcombe Farms West to the provisions of the Act, designating the development as a "Flexible Residential Planned Community". The Declaration, among other things, contains the designation of Common Elements (which include Common Facilities and Controlled Facilities), establishes the rights of Declarant, authorizes the creation of the Association and sets forth the rights and duties of the Executive Board and other matters pertaining to the Planned Community. The Bylaws, which are included as an Exhibit to the Declaration, set forth the operational procedures of the Executive Board and the Association, the assessment procedure, the obligation of maintenance and repair with respect to Common Elements and related matters.

Copies of the following documents are attached to and made part of this Public Offering Statement and marked as indicated:

Declaration	Exhibit I
First Amendment to Declaration	Exhibit II
Bylaws of Association	Exhibit III
Plats and Plans/Phases 1, 2 and 3	Exhibit IV
Sample Deed	Exhibit V
Sample Agreement of Sale	Exhibit VI



7. Management Contracts. Declarant has not, as of this date, entered into any management contracts for the management of the Association's affairs or management of the Planned Community. However, Declarant reserves the right to do so in the future.

8. Projected Annual Budget and Current Balance Sheet for Association.

As set forth in the Declaration, Declarant is obligated, initially, to pay all costs associated with the operation of the Planned Community and the Association. Declarant's obligation to pay these costs will continue until the Association declares and imposes an assessment upon all the Lot Owners (including any Lots then owned by Declarant). There are no plans at the present time to institute assessments against Lots and thus Declarant expects that it will pay all costs associated with the operation of the Planned Community for the foreseeable future. However, in order to provide purchasers of Lots in the Planned Community an estimate of what these assessments will cost at the point assessments are instituted, projected budgets are set forth below which provide estimated assessments and related expenses for the Planned Community.

Outlined below are two (2) projected operating budgets for the Association, prepared by the Declarant. The first of these projected budgets is the budget for the Association for the one year period after Declarant settles on the sale of the first Lot sold in Phases 2 and/or 3, which assumes only Phases 1, 2 and 3 are ever developed. The second projected budget is an annual budget for a date in the future that assumes all possible Lots in the development are fully improved, sold to purchasers and assessed (up to 131 in total Lots). Both budgets assume the estimated costs to maintain those areas of the Planned Community that the Association will own under the given scenarios, as well as those areas for which the Association will otherwise be responsible for maintaining, improving, repairing, replacing, regulating, managing, insuring and/or controlling.

These projected operating budgets include estimated costs based on the Declarant's experience in other residential communities. These budgets assume that a level of landscape improvements installed will be similar to those of other similar residential communities. Inflation factors have not been assigned as due to the uncertain nature of residential community sales, and in the case of the second budget, the Declarant is uncertain as whether or not and to how long it will take to fully sell out the community and as a result inflation adjustments cannot be accurately determined.

The Association may in the future determine that its annual expenses will greater than, or not be as great as, the amounts set forth in these projected operating budgets. Likewise, there may be additional overhead expenses that the Association will incur, or will want to incur in handling its affairs, that are not included in these projected operating budgets. It will be up to the Association to determine what if any changes to make to this projected operating budget to make it its own.

Whatever the operating costs for the Association, those operating costs will eventually be funded by an annual assessment against each Lot within the Planned Community (except for the Common Facilities). The Association must decide how much this assessment will be in the initial year and every year thereafter, as part of its annual budget process.

Budget No.1

The following is the projected budget for the Planned Community for the one (1) year period after all of the Lots in Phases 1, 2, and 3 are sold:

ANNUAL INCOME:

Annual Assessment	
55 Single Family Detached Lots x \$135.00/LotNear	\$ 7,425.00
23 Single Family Attached (Townhouse) Lots x \$160.00/LotNear	<u>\$ 3,680.00</u>
78 Lots - Total Assessments	\$11,105.00

ANNUAL OPERATING EXPENSES:

Administrative/Bank Fees	\$ 250.00
Postage	\$ 175.00
Printing/Copying	\$ 300.00
Miscellaneous	\$ 500.00
Liability and Directors & Officers Insurance	\$ 2,500.00
Professional Fees	\$ 2,000.00
Open Space Grass Cutting	\$ 1,500.00
Townhouse Snow Removal & Grass Cutting	\$ 1,650.00
Stonm Water Facilities Maintenance	\$ 1,000.00
Reserve Payment to Capital Improvement Fund	\$ 1,230.00

TOTAL ANNUAL EXPENSES: \$11,105.00

ANNUAL OPERATING SURPLUS/DEFICIT: \$ 0.00

Budget No. 2

The following is the projected budget for the Planned Community upon full completion of all improvements and the sale of all Lots (Assuming 131 Lots in total) if all phases of the Planned Community are developed:

**ANNUAL INCOME:**

Annual Assessment	
87 Single Family Detached Lots x \$116.00/Lot/Year	\$10,092.00
44 Single Family Attached (Townhouse) Lots x \$160.00/Lot/Year	<u>\$ 7,040.00</u>
131 Lots – Total Assessments	\$17,132.00

**ANNUAL OPERATING EXPENSES:**

Administrative/Bank Fees	\$ 250.00
Postage	\$ 300.00
Printing / Copying	\$ 50000
Miscellaneous	\$ 1,000.00
Liability and Directors & Officers Insurance	\$ 3,500.00
Professional Fees	\$ 2,500.00
Open Space Grass Cutting	\$ 3,000.00
Townhouse Snow Removal & Grass Cutting	\$ 2,500.00
Storm Water Facilities Maintenance	\$ 2,000.00
Reserve Payment to Capital Improvement Fund	\$ 1,582.00

**TOTAL ANNUAL EXPENSES:** (\$17,132.00)

**ANNUAL OPERATING SURPLUS/DEFICIT:** \$ 0.00

NOTE: Both Budget NO.1 and BUdget NO. 2 assume that initially the Declarant and later the Lot owners, will manage the affairs of the homeowners association without the assistance of an outside management company. In the event a management company is retained, an additional expense line item would have to be added to any such budget.

Presently, the Association has no assets, as it is newly formed. Initially, its only asset is expected to be the balance of the Initial Fee (described below). Accordingly, no balance sheet is included as part of this Public Offering Statement.

9. **Initial Fee.** Pursuant to Section 11.3 of the Declaration, Declarant has established an Initial Fee (i.e. Capital Improvement Fee) to be paid by each purchaser of a Lot, at the time of settlement on the purchase of his/her/its Lot. This Initial Fee is non-refundable and no portion thereof is repaid to any Lot Owner who sells his, her or its Lot. In the event that a given Lot is resold, the purchaser (new Lot Owner) is also obligated to pay their own Initial Fee. However, this Initial Fee shall not apply under the limitations set forth in Section 5302 (12) of the Act. The Initial Fee funds shall be maintained in a separate banking account separate and apart from the operating accounts of the Association and may be expended only in accordance with



Section 11.3 of the Declaration. The Declarant has initially set this Initial Fee to be \$200.00 for the Single Family Attached Dwelling (Townhouse) Lots and \$100.00 for Single Family Detached Lots (both subject to change). Declarant has also included a line item in its projected budgets set forth above that contemplates additional payments into the reserve account.

10. Existing Liens, Encumbrances, Easements and Licenses. The Planned Community is subject to certain existing liens, encumbrances, easements and licenses, all of which are set forth in Section 1.2 of the Declaration. Additional liens, encumbrances, easements and licenses will be granted by Declarant to various utilities, authorities and / or Dover Township as part of the completion of the Planned Community.

11. Declarant Financing. No financing is offered by Declarant to any purchaser of any Lot within the Planned Community.

12. Warranties. The Act requires that Declarant provide the purchaser of a Lot a warranty against structural defects for each Lot. The warranty against structural defects has a term of two (2) years from the date that a given Lot is conveyed to a purchaser. As set forth above, while an affiliate of Declarant may construct some or all of the single family dwellings to be constructed on Lots, Declarant is only conveying Lots and is not constructing or causing to be constructed thereon single family dwellings to which such warranty would be applicable. The term "Structural Defect" is defined in the Act (and Declaration) to mean defects in components of any Lot or Common Elements which reduce the stability or safety of the "structure" below acceptable standards or restrict the normal intended use of the "structure" and require repair, renovation, restoration or replacement.

**EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND EXPRESSED OR IMPLIED.**

13. Pending Litigation and Judgment. As of the effective date of this Public Offering Statement, Declarant has no actual knowledge of any pending or threatened litigation or judgments with respect to Declarant or the Planned Community.

14. Escrow of Deposits. Any deposits made in connection with the purchase of a Lot will be held in an escrow account in accordance with the provisions of Section 5408 of the Act and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 5406 of the Act.

15. Insurance. The Executive Board will maintain insurance to protect the Association. The Executive Board does not have an obligation to provide homeowner's or other types of insurance with respect to the Lot or a single family dwelling (or other improvements) constructed or to be constructed upon any Lot. The Executive Board, on behalf of the Association, may also maintain other types of insurance coverage as described in the Act.

16. Taxation. Following conveyance of the first Lot in the Planned Community by Declarant to a Lot Owner, each Lot will be separately taxed and assessed. The value of the Lot shall include the value of that Lot's appurtenant interest in the Common Elements. Additional Real Estate parcels will be separately taxed and assessed. Any taxes with respect to Additional Real Estate parcels are the obligation of Declarant until such time as Declarant elects to add the designated Additional Real Estate to the Planned Community and convert said parcel into building Lots (and Common Elements) and a Lot has been conveyed to a purchaser.

17. Restraints on Alienation. There are no restraints on alienation (sales, assignment or transfer of a Lot) presently existing on any portion of the Planned Community (except the Common Elements). There are no restrictions with respect to leasing of any single family dwelling constructed upon any Lot.

18. Voting **Strength**. Each Lot within Phases 1, 2 and 3 of the Planned Community are allocated one (1) vote in the Association. If the Planned Community is further expanded, each Lot within the expanded portion of the Planned Community would also be allocated one (1) vote. There is no cumulative or class voting.

19. Governmental **Approval** and Permits. Declarant has obtained all requisite governmental approvals to construct Phases 1, 2 and 3 of the Planned Community. These governmental approvals include approval by Dover Township and the York County Conservation District of the Final Subdivision Plan for Phases 1, 2 and 3, a National Pollutant Discharge Elimination System (NPDES) Permit and a zoning permit from Dover Township. In order to construct a single family dwellings upon Lots within the Planned Community,

it will be necessary for the Lot owner (or builder, as applicable) obtain a building permit, sanitary sewer system connection permit and other building permits as required by Township, prior to commencement of construction.

20. Notices of Violation. Declarant has received no notice of violation of any governmental regulations.

21. Hazardous Conditions. Declarant has no knowledge of any hazardous condition, including contamination effecting the Planned Community by hazardous substance, hazardous waste or the like, or the existence of underground storage tanks, petroleum products or other hazardous substances.

Further information concerning environmental matters affecting the Planned Community may be obtained from:

Pennsylvania Department of Environmental Protection  
South-central Region  
909 Elmerton Avenue  
Harrisburg, PA 17110  
Telephone: (717) 705-4700

and

United States Environmental Protection Agency  
841 Chestnut Street  
Philadelphia, PA 19107  
Telephone: (215) 597-9800

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22. Completion of Improvements. Declarant has allocated the financial resources necessary to complete the Phase 1, 2 and 3 improvements outlined in Paragraph 3 above, all of which are labeled "Must Be Built" on the accompanying Plats and Plans. Since these improvements are currently under construction, the cost of replacing the same would be substantially similar to the present cost of construction. The estimated useful life of these improvements is expected to be SUBstantially similar to those of other such improvements installed in similar planned communities.



THIS PUBLIC OFFERING STATEMENT HAS BEEN PROVIDED PURSUANT TO THE PROVISIONS OF THE UNIFORM PLANNED COMMUNITY ACT, AS AMENDED. THIS IS FURNISHED IN AN EFFORT TO PROVIDE INFORMATION TO PROSPECTIVE PURCHASERS, BUT IN NO WAY SHALL BE CONSTRUED AS THE EXCLUSIVE DOCUMENTATION FOR THE PURCHASE OF A IOT IN OIDE STONE WAY, A PLANNED COMMUNITY. THE DECLARATION, BYLAWS AND PLATS AND PLANS, TOGETHER WITH THE AMENDMENTS THERETO ARE AITACHED HERETO, IN COMBINATION WITH THIS PUBLIC OFFERING STATEMENT, TO PROVIDE THE COMPLETE DOCUMENTATION THAT A PURCHASER SHOULD BE KNOWLEDGEABLE OF IN COMPLETING THE PURCHASE OF A IOT.

:236636 v.2

# EXHIBIT I

DECLARATION FOR ASHCOMBE FARMS WEST, A PLANNED COMMUNITY

A Flexible Residential Planned Community ("Declaration")

Section 1.3. Defined Terms.

Section 1.3.1. Capitalized Terms. Capitalized terms not otherwise defined herein or in Plats and Plans shall have the meaning specified in the Uniform Planned Community Act (the "Act").

Section 1.3.2. Terms Defined in the Act. Terms defined in Section 5103 of the Act and used in this Declaration, the Bylaws and the Plats and Plans shall have the meanings as specified in Section 5103 of the Act or, if not defined in Section 5103, but are used in the Act, such terms shall be defined as used in the Act, unless otherwise defined herein.

Section 1.3.3. Definitions. The following words or terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- (a) "Additional Real Estate No.1" means a designated parcel which may be added to the Planned Community. Additional Real Estate NO.1 is described in Exhibit B attached hereto and made part hereof.
- (b) "Additional Real Estate No.2" means a designated parcel which may be added to the Planned Community. Additional Real Estate No. 2 is described in Exhibit C attached hereto and made part hereof.
- (c) "Additional Real Estate No.3" means a designated parcel which may be added to the Planned Community. Additional Real Estate No. 3 is described in Exhibit D attached hereto and made part hereof.
- (d) "Additional Real Estate No.4" means a designated parcel which may be added to the Planned Community. Additional Real Estate NO.4 is described in Exhibit E attached hereto and made part hereof.
- (e) "Additional Real Estate No.5" means a designated parcel which may be added to the Planned Community. Additional Real Estate NO.5 is described in Exhibit F attached hereto and made part hereof.
- (f) "Allocated Interest" means the Common Expense Liability (as hereinafter defined) and votes in the Association (as hereinafter defined) allocated to each Unit (the word "Unit" is defined to specifically mean "Lot").
- (g) "Association" means the association (known as "Ashcombe Farms West Homeowners' Association") incorporated and organized under Section 5301 of the Act and created pursuant to Section 11.5 of this Declaration.
- (h) "Common Elements" means Common Facilities (as hereinafter defined) and Controlled Facilities (as hereinafter defined).



- (i) "Common Expenses Liability" means the liability for Common Expenses (as hereinafter defined) allocated to each Lot (as hereinafter defined).
- (j) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses, as hereinafter defined, and Limited Common Expenses (as hereinafter defined).
- (k) "Common Facilities" means any Real Estate (as defined in the Act) within the Planned Community which is owned by the Association or leased to the Association. The term does not include a building Lot (also defined as a Unit).
- (l) "Controlled Facilities" means any Real Estate within the Planned Community, whether part of a building Lot or otherwise that is not a Common Facility, but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. The term does not include a building Lot (except an easement or other Controlled Facility which may be part of the Lot).
- (m) "Convertible Real Estate No.1" means Additional Real Estate NO.1 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate NO.1 is described in Exhibit G and is the same portion of the Planned Community which is defined as Additional Real Estate No.1, described in Exhibit B.
- (n) "Convertible Real Estate No.2" means Additional Real Estate No.2 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate NO.2 is described in Exhibit H and is the same portion of the Planned Community which is defined as Additional Real Estate No.2, described in Exhibit C.
- (o) "Convertible Real Estate No.3" means Additional Real Estate No.3 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate NO.3 is described in Exhibit I and is the same portion of the Planned Community which is defined as Additional Real Estate No.3, described in Exhibit D.
- (p) "Convertible Real Estate No.4" means Additional Real Estate No. 4 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate NO.4 is described in Exhibit J and is the same portion of the Planned Community which is defined as Additional Real Estate No.4., described in Exhibit E.
- (q) "Convertible Real Estate No.5" means Additional Real Estate No. 5 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate NO.5 is described in Exhibit K and is the same portion of the Planned Community which is defined as Additional Real Estate No.5, described in Exhibit F.
- (r) "Declarant" means Declarant, described in Section 1.1 above and all successors to any Special Declarant's Rights (including Development Rights) (as both are hereinafter defined).

- (s) "Declaration" means this document, as may be amended from time to time.
- (t) "Development Rights" means any right or combination of rights reserved by Declarant in this Declaration (i) to add Additional Real Estate to the Planned Community; (ii) to create Lots, Common Facilities, Limited Common Facilities (as hereinafter defined), Controlled Facilities or Limited Controlled Facilities (as hereinafter defined) within the Planned Community; (iii) to withdraw Withdrawable Real Estate (as hereinafter defined) from the Planned Community; or (iv) to subdivide Lots and convert Lots into Common Facilities or Controlled Facilities.
- (u) "Disposition" means a voluntary transfer to a Purchaser (as hereinafter defined) a legal or equitable interest in a Lot. The term does not include the transfer or release of a security interest.
- (v) "Executive Board" means the governing board of the Association.
- (w) "Final Subdivision Plan/Phase I" means Final Subdivision Plan for Phase I of Ashcombe Farms West, dated September 10, 2002, last revised September 13, 2004, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book SS, Page 826.
- (x) "Flexible Planned Community" means this Planned Community to which Additional Real Estate No.1, Additional Real Estate No.2, Additional Real Estate No.3, Additional Real Estate NO. 4 and Additional Real Estate NO. 5 may be added containing Convertible Real Estate No. 1, Convertible Real Estate NO.2 and Convertible Real Estate No.3, Convertible Real Estate No.4 and Convertible Real Estate No. 5, respectively.
- (y) "General Common Expenses" means all Common Expenses, other than Limited Common Expenses.
- (z) "Identifying Number" means the number set forth on Exhibit L and Plats and Plans (as hereinafter defined) which identifies each Lot within the Planned Community (Phase I). Said Exhibit may be amended, from time to time, to identify each Lot within the Planned Community which is created if Additional Real Estate is added.
- (w) "Installment Sales Contract" means an executory contract for the purchase or sale of a Lot or an interest in a Lot under which purchaser is obligated to make more than five (5) installment payments to the seller after execution of the contract and before the time appointed for the conveyance of title to the Lot for interest in the Lot.
- (aa) "Limited Common Element" means a Limited Common Facility (as hereinafter defined) or a Limited Controlled Facility (as hereinafter defined).
- (bb) "limited Common Expenses" means all expenses identified as such under Section 5314(c) of the Act.

- (dd) "Limited Common Facility" means a portion of the Common Facilities allocated by or pursuant to this Declaration with the exclusive use of one or more but fewer than all of the Lots.
- (ee) "Limited Control Facility" means a portion of the Controlled Facilities, other than Control Facilities which are themselves a part of a Lot, allocated by or pursuant to this Declaration, are for the exclusive use of one or more but fewer than all of the Lots.
- (ff) "Lot" means a Unit (as hereinafter defined). The word Unit, except in this Section 1.3.3, will not be utilized in the Declaration and the word Lot is intended to mean Unit as defined in the **Act**. A Lot consists of a subdivided portion of the Property and as shown on the final recorded subdivision plan for Additional Real Estate (if applicable), intended to have constructed or constructed thereon a single family detached dwelling, a single family semi-detached dwelling or a single family attached dwelling.
- (gg) "Lot 05-1" means that parcel designated on the Plats and Plans, and as shown (and described) in Exhibit M, containing 0.73 acres, which has or will have constructed therein drainage facilities and a buffer area and which shall otherwise serve as open space. Lot OS-1 is a Common Facility.
- (hh) "Lot 05-2" means that parcel designated on the Plats and Plans, and as shown (and described) in Exhibit N, containing 2.47 acres, which has or will have constructed therein a public sidewalk and buffer area, and which shall otherwise serve as open space. Lot OS-2 is subject to an existing forty (40) foot wide buffer area easement on a portion of its western boundary line. Lot 05-2 is a Common Facility.
- (ii) "Lot 05-5" means that parcel designated on the Plats and Plans, and as shown (and described) in Exhibit O, containing 0.78 acres, which shall serve as open space. Lot OS-5 is a Common Facility.
- (jj) "Lot Owner" means Declarant or other Person (as hereinafter defined) who owns a **Lot**. The term does not include a Person having an interest in a Lot solely as security for an obligation. The term Lot Owner is used throughout this Declaration in lieu of the term Unit Owner as defined in the **Act**.
- (kk) "Permitted Mortgage" means a first mortgage to (i) the Declarant; (ii) the seller of a Lot; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee." Notwithstanding the foregoing, a "Permitted Mortgage" shall also mean a purchase money second mortgage from a seller of a Lot and the holder of the purchase money second mortgage shall be a "Permitted Mortgagee." The mortgages described in Section 1.2 are Permitted Mortgages.
- (II) "Person" means a natural person, corporation, partnership, association, trust or other entity or any combination thereof.



- (mm) "Plats and Plans" means Plats and Plans, as the same may be amended from time to time. Plats and Plans are attached hereto, marked Exhibit S, and are made part hereof.
- (nn) "Purchaser" means a Person other than Declarant who, by means of a Disposition, acquires a legal or equitable interest in a Lot, other than either a leasehold interest of less than twenty (20) years, including renewal options, or as security for an obligation.
- (qq) "Special Declarant Rights" means rights reserved for the benefit of Declarant to (i) complete improvements indicated on Plats and Plans; (ii) add Additional Real Estate No.1, Additional Real Estate No.2, Additional Real Estate No.3, Additional Real Estate NO.4 or Additional Real Estate No.5, or all said parcels, to the Planned Community; (iii) convert Convertible Real Estate No.1, Convertible Real Estate No.2, Convertible Real Estate No.3, Convertible Real Estate NO. 4 or Convertible Real Estate No.5, or one or more, in the Planned Community; (iv) convert a Lot into two or more Lots, Common Facilities or Controlled Facilities; (v) maintain offices, signs and models; (vi) use easements throughout the Common Facilities or Controlled Facilities for the purpose of making improvements within the Planned Community to include Convertible Real Estate No.1, Convertible Real Estate No.2, Convertible Real Estate No.3, Convertible Real Estate No. 4 or Convertible Real Estate No. 5 or one or more of said parcels; (vii) to withdraw Withdrawable Real Estate No.1, Withdrawable Real Estate NO.2 or Withdrawable Real Estate No.3 or otherwise withdraw other real estate designated as Withdrawable Real Estate in connection with subsequent phases of the Planned Community; and (viii) to appoint and remove an officer of the Association or an Executive Board member during the period of Declarant's control under Section 5303 of the Act.
- (rr) "Township" means Dover Township, York County, Pennsylvania, its successors or assigns.
- (ss) "Unit" means a physical portion of the Planned Community designated for separate ownership, the boundaries of which are described pursuant to Section 2.2 (and Exhibit H) and a portion of which may be designated by this Declaration as part of Controlled Facilities. As set forth in the definition of the word Lot the word Unit is only used in this Section 1.3.3 and the word Lot is used in lieu of the word Unit throughout this Declaration except in this Section 1.3.3.
- (tt) "Unit Owner" means a Declarant or other Person who owns a Lot. The term does not include a Person having an interest in a Lot solely as security for an obligation. The term Unit Owner is only used in this definition section; throughout this Declaration the term Unit Owner is not used and the term Lot Owner is used in lieu thereof.
- (uu) "Withdrawable Real Estate" means a portion of the Property which may be withdrawn from the Planned Community by Declarant. Declarant may, in connection with subsequent phases of the Planned Community, designate a portion or portions of the subsequent phases as Withdrawable Real Estate.
- (w) "Withdrawable Real Estate No.1" means Withdrawable Real Estate NO.1 (Lot No. 98) which is described in Exhibit P attached hereto and made part hereof.



- ww) "Withdrawable Real Estate No.2" means Withdrawable Real Estate NO.2 (Lot No. 99) which is described in Exhibit Q attached hereto and made part hereof.
- xx) "Withdrawable Real Estate No.3" means Withdrawable Real Estate No. 3 (Lot No. 100) which is described in Exhibit R attached hereto and made part hereof.

Section 1.3.4. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Planned Community, except to the extent that contrary provisions. not prohibited by the Act, or contained in this Declaration. the Bylaws or Plats and Plans.

## ARTICLE II VOTES AND COMMON EXPENSE LIABILITY AND LOT IDENTIFICATION AND BOUNDARIES

Section 2.1 Votes and Common Expense Liability. Each Lot shall be allocated one (1) vote in the Association. Voting strength and Common Expense Liability will be reallocated if Declarant elects to add Additional Real Estate No.1. Additional Real Estate No.2. Additional Real Estate No.3. Additional Real Estate No. 4 or Additional Real Estate No. 5 or one or all of said parcels, to the Planned Community. If Declarant adds Additional Real Estate No.1, Additional Real Estate No.2, Additional Real Estate No. 3, Additional Real Estate Not. 4 or Additional Real Estate No.5. then each Lot within the said Additional Real Estate shall have one (1) vote and will have the same Common Expense Liability as the other Lots within the Planned Community.

Section 2.2 Lot Boundaries/Identifying Number/Number of Lots. Each building Lot shall contain all space, fixtures and improvements within the boundaries of the Lot and are part of the Lot. Each Lot within the Planned Community, and the Identifying Number for each Lot, is set forth on Exhibit L attached hereto and made part hereof. With respect to the total number of Lots within the Planned Community, the following shall be applicable:

Section 2.2.1. Phase IIPlanned Community. In Phase I (initial phase) of the Planned Community, there are a total of twenty-one (21) Lots intended to have constructed thereon single family detached dwellings. Lot Nos. 98, 99 and 100 are included in the twenty-one Lots which comprise Phase 1. Lot Nos. 98, 99 and 100 are also designated as Withdrawable Real Estate Nos. 1, 2 and 3 respectively. In addition to the twenty-one (21) Lots. there are three (3) Lots designated as Lot OS-1. Lot OS-2, and Lot OS-5, all of which Lots are Common Facilities.

Section 2.2.2. Convertible Real Estate NO.1. If Additional Real Estate No. 1 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No. 1 shall not exceed twenty-five (25) Lots upon which Declarant intends single family detached dwellings to be constructed. Additional portions of Convertible Real Estate No. 1 may be designated as Common Elements. In addition, a portion of Convertible Real Estate No. 1 may be designated by Declarant as Withdrawable Real Estate.

Section 2.2.3. Convertible Real Estate No, 2. If Additional Real Estate No. 2 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No, 2 shall not exceed thirty-two (32) Lots upon which Declarant intends single family attached and single family semi-detached dwellings to be constructed. Additional portions of Convertible Real Estate No. 2 may be designated as Common Elements, In addition, a portion of Convertible Real Estate No, 2 may be designated by Declarant as Withdrawable Real Estate.

Section 2.2.4, Convertible Real Estate No, 3. If Additional Real Estate No, 3 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No, 3 shall not exceed twenty-one (21) Lots upon which Declarant intends single family attached and single family semi-detached dwellings to be constructed. Additional portions of Convertible Real Estate No, 3 may be designated as Common Elements. In addition, a portion of Convertible Real Estate No, 3 may be designated by Declarant as Withdrawable Real Estate,

Section 2,2.5 Convertible Real Estate NO.4. If Additional Real Estate NO.4 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No, 4 shall not exceed seventeen (17) Lots upon which Declarant intends single family detached dwellings to be constructed, Additional portions of Convertible Real Estate NO. 4 may be designated as Common Elements, In addition, a portion of Convertible Real Estate NO.4 may be designated by Declarant as Withdrawable Real Estate,

Section 2.2.6 Convertible Real Estate No, 5. If Additional Real Estate No, 5 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No, 5 shall not exceed fifteen (15) Lots upon which Declarant intends single family detached dwellings to be constructed, Additional portions of Convertible Real Estate No, 5 may be designated as Common Elements, In addition, a portion of Convertible Real Estate No, 5 may be designated by Declarant as Withdrawable Real Estate,

Section 2.2.7. Total Lots/Planned Community. If Declarant adds Additional Real Estate No, 1, Additional Real Estate No, 2. Additional Real Estate No.3. Additional Real Estate No, 4 and Additional Real Estate NO.5 to the Planned Community, pursuant to the provisions of Section 6,1. then the total number of Lots within the total Planned Community shall not exceed one hundred thirty-one (131) Lots upon which may be constructed single family detached dwellings, single family attached dwellings and single family semi-detached dwellings,

Section 2.2.8. Reallocation of Lots in Phases, Notwithstanding the foregoing, Declarant reserves the right to reallocate the number of Lots upon which single family detached dwellings, single family attached dwellings and single family semi-detached dwellings may be constructed, in anyone Phase of the Planned Community, subject to Township approval. However, the total number of Lots within the total Planned Community shall not exceed one hundred thirty-one (131) Lots,

Section 2.3 Maintenance Responsibilities, Association shall have maintenance responsibilities with respect to the Common Facilities and the Controlled Facilities (subject to the provisions of Section 3.4), Lot Owners shall have maintenance responsibility with respect to the Lot owned by said Lot Owner or Owners.

Section 2.4 Resubdivision of Lot. Relocation of the boundaries between Lots (subdivision or resubdivision) shall not be permitted except, however, Declarant reserves the right, pursuant to Section 6.7, to resubdivide a

Lot or Lots prior to conveyance to a Person. In addition, as set forth in Section 7.1(q), acquisition of two (2) or more abutting Lots and constructing one (1) single family detached dwelling shall not be deemed a "resubdivision" or a "subdivision" and is permissible, subject to municipal requirements.

**ARTICLE III**  
**DESCRIPTION AND RESTRICTIONS OF COMMON**  
**ELEMENTS AND LIMITED COMMON ELEMENTS**

Section 3.1 Limited Common Elements. There are no Limited Common Elements within the Plannea Community.

Section 3.2 Common Elements. The Common Elements, consisting of Common Facilities and Controlled Facilities, are described as follows:

Section 3.2.1 Common Facilities. Common Facilities are identified on the Plats and Plans and shall mean the following:

- (a) Lot 05-1. Lot 05-1, which is defined in Section 1.3.3(gg), is shown on the Plats and Plans and is described in Exhibit M. Lot 08-1 contains a drainage easement at its northeast corner, as well as a second drainage easement of twenty (20) feet in width along a portion of its southern boundary line. In addition to its use for drainage purposes, Lot 08-1 shall otherwise serve as open space for the Planned Community.
- (b) Lot OS-2. Lot OS-2, which is defined in Section 1.3.3(hh), is shown on the Plats and Plans and is described in Exhibit N. Lot 08-2 contains a thirty (30) foot wide buffer area along a portion of its northern boundary line, within which there is also a pedestrian walkway easement in which there is constructed (or to be constructed) a public sidewalk. Lot OS-1 also subject to an existing forty (40) foot wide buffer yard along its western boundary line in favor of Dover GF, LP (Dover) and Giant Food Stores, LLC ("Giant"), by way of a Cross Easement and Use Restriction Agreement recorded in the Office of the Recorder of Deeds for York County, Pennsylvania in Record Book 1422, Page 1879 ("Giant Food Buffer"). Under the terms of this Cross Easement and Use Restriction Agreement, the costs of maintenance and repair of said Giant Food Buffer are borne by the owner of the property burdened by the easement, which shall initially be Developer, and subsequently, the Association. In addition to its uses outlined above, Lot 08-2 shall otherwise serve as open space for the Planned Community.
- (c) Lot 08-5. Lot OS-5, which is defined in Section 1.3.3(hh), is shown on the Plats and Plans and is described in Exhibit O. Lot **OS-5** shall serve as open space for the Planned Community.
- (d) Snow Dump Easements. As set forth in General Note 14, Final Subdivision Plan/Phase I (Sheet 1 of 12), Lot OS-1, Lot OS-2, and Lot OS-5 are each designated as being burdened by snow dump easements for use by the contractors of Dover Township ("Township") to pile excess snow in severe storms.



Section 3.2.2 Controlled Facilities. Controlled Facilities are identified on the Plats and Plans and Final Subdivision Plan/Phase I (including General Notes [Sheet 1 of 12]) and shall mean the following:

- (a) Lot Drainage Easement - Lots 95 and 96. There is a drainage easement identified on the Plats and Plans and Final Subdivision Plan / Phase 1, a portion of which is located on Lots 95 and 96. Specifically, said drainage easement is twenty (20) feet in width, ten (10) feet of which extends along the eastern boundary line of Lot No. 95 and (10) feet of which extends along the western boundary line of Lot No. 96.
- (b) Additional Real Estate NO.5 Drainage Easement and Detention Basin. As more fully depicted on the Plats and Plans, there are certain drainage facilities located within Additional Real Estate NO.5 (outside the Planned Community, as the same is currently defined) which service storm water drainage facilities within portions of Ashcombe Drive, Weatly Street and Sheppard Drive (inlets A20 down to inlet A-9 and a portion of the pipe run from inlet A-9 to A-B). Specifically, there is a twenty (20) foot wide drainage easement extending from the eastern terminus of Lynn Circle (between inlets A-9 and A-B), across portions of Additional Real Estate No.5 (inlet A-B through and including inlet A-3, together with the associated pipe runs), terminating at Detention Basin No.1, with Detention Basin No. 1 then having drainage discharge facilities which discharge storm water from Detention Basin NO.1 into an unnamed tributary of Fox Run (outlet A-2, inlet A-1 and rip-rap discharge area).

Section 3.3 Construction/Maintenance/Common Facilities. Declarant shall be responsible to construct (to the extent required) the Common Facilities and shall, initially, maintain, improve, repair, replace, regulate, manage, insure and control said Common Facilities. Upon conveyance of the Common Facilities by Declarant to Association, the Association shall have the obligation for the maintenance, improvements, repair, replacement, regulation, management, insurance and control of the Common Facilities.

Section 3.4 Construction/Maintenance/Controlled Facilities. Declarant shall be responsible to construct (to the extent required) the Controlled Facilities and shall maintain, improve, repair, replace, regulate, manage, insure and control said Controlled Facilities. Upon conveyance of the Common Facilities pursuant to Section 3.7 by Declarant to Association, Association shall have the obligation for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of the Controlled Facilities. Notwithstanding the foregoing, with respect to the drainage easements described in Section 3.2.2(a) above, Declarant (and ultimately the Association) shall only have maintenance responsibilities pertaining directly to the stormwater management facilities within the drainage easements (if any); the Lot Owner or Owners of the Lots specified in Section 3.2.2(a) shall be required to provide all other maintenance (e.g. lawn care, mowing, removal of debris and stabilization). Also notwithstanding the foregoing, Township shall have certain responsibilities as set forth below in Section 3.5 below.

Section 3.5 Township's Responsibility Stormwater Drainage Facilities. As set forth in General Note 19, Final Subdivision Plan/Phase I (Sheet 1 of 12), Township shall be responsible for maintenance, repair and reconstruction of all storm water drainage facilities located inside of dedicated and accepted street rights-of-



way. Township shall also be responsible for maintenance, repair and reconstruction of the following storm water drainage facilities outside of the dedicated and accepted street rights-of-way:

- pine runs A5 to A4, A4 to A3, and A3 to A2., together with all facilities located therein.

Section 3.6 Designation of Common Facilities and Controlled Facilities. Declarant has, as set forth in this Article III, designated and described the Common Facilities and the Controlled Facilities.

Section 3.7 Conveyance of Common Facilities. Declarant shall, prior to the expiration of the period of Declarant's control or prior to the conveyance of the last Lot within the Planned Community, whichever last occurs, convey, without additional consideration, all Common Facilities to Association. Declarant's obligation to convey the Common Facilities, as herein prOvided, shall be a binding obligation of Declarant and any successor in interest of Declarant in that portion of the Planned Community whether or not the successor succeeds to any Special Declarant's Rights.

Section 3.8 Procedure. Declarant shall convey the Common Facilities to Association by Special Warranty Deed and Association shall accept the conveyance of said Common Facilities. As set forth in Section 3.7, the conveyance shall be made without additional consideration. Transfer of the Common Facilities will not have an adverse impact on the Association's budget or Common Expenses Liability of any Lot Owner except the Association (to include the Lot Owners by assessments) will then have the responsibility to maintain, improve, repair, replace, regulate, manage, insure and control said Common Facilities.

Section 3.9 Completion/Common Facilities. Declarant is obligated to complete all construction or improvements of the Common Facilities (to the extent required). As described in Section 3.2.1, the Common Facilities include, in part, stormwater management facilities to be constructed in Lot OS-1, Lot OS-2 and Lot OS-5. Declarant has, in connection with the Planned Community, posted municipal security with Township to guarantee completion of said stormwater management facilities and other improvements.

Section 3.10 Real Estate Taxes/Common Facilities. In accordance with this Declaration and the Act, Declarant will be and remain responsible for payment of all real estate taxes assessed or allocated with respect to the Common Facilities and all other expenses in connection with the Common Facilities until said Common Facilities are conveyed to the Association by Declarant.

Section 3.11 Substantial Completion/Common Elements. Any portion of the Planned Community, including any Controlled Facility or Common Facility, will be deemed completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional engineer stating that that portion of the Planned Community, to include the Common Facilities and Controlled Facilities, as applicable, are substantially completed in accordance with the description set forth in this Declaration, the Plats and Plans, and the Public Offering Statement and so as to permit the use of such Common Facilities or Controlled Facilities of the Planned Community for their respective intended use.

Section 3.12 Post-Construction Storm Water Management Plan. Pursuant to Township requirements, the storm water volume and quality control Best Management Practices (BMPs) constructed for the Planned Community shall be maintained, initially by Declarant and then by Association, to function as designed and shall implement the following maintenance and operation procedures:

- Complete quarterly inspections and inspections after all major storm events of the on site storm water retention facilities. Said inspections shall be completed by a Person designated by the Declarant or Association (as applicable).
- Remove sediment, gravel, grit, trash or organic debris deposits in the retention areas when sediment/debris level reaches four (4) inches in depth. Removal of sediment/debris shall take place when the area has dried, if possible. Manmade trash shall be disposed of properly in containers collected by a licensed commercial trash hauler. Grit and gravel may be stockpiled and reused for Winter traction, or for other uses such as walks. Organic debris can be spread into meadows in the Open Space Areas within the Planned Community. Soil sediments may be placed in flower or garden beds.
- Permanent re-stabilization of any erosion within the site caused by concentrated runoff.
- Mowing and/or weed whacking to maintain a healthy stand of turf grass or meadow vegetation in the retention areas.
- All impervious services shall be maintained clean of oil, fuel or other toxic spills, in accordance with State, Federal or [Township] regulations.

Further, Declarant or Association (as applicable) shall inspect all of the storm water quality and volume control BMPs on a regular basis to ensure their proper operation. Upon inspection by the Department of Environmental Protection, or their designated agency, Declarant or Association (as applicable) agrees to perform maintenance on the storm water quality and volume control BMPs, if it has been determined that the storm water control BMPs are not functioning as designed and are in need of maintenance.

#### **ARTICLE IV** **EASEMENTS**

Section 4.1 Easements. In addition to and in supplementation of the easements as provided for by Section 5216, Section 5217 and Section 5218 of the Act, the following easements are hereby created:

Section 4.1.1 Declarant Office and Models. Declarant shall have the right to locate, relocate and maintain an office and models used in connection with the management of or sale of Lots owned by Declarant in the Planned Community. Notwithstanding that this Declaration may otherwise preclude use of Lots for such purpose or purposes, and subject to all of the provisions of this Declaration. Declarant shall not use more than six (6) Lots at anyone time for purposes of maintaining models. The size of the models shall be consistent with the single family detached dwellings intended to be constructed upon the Lots within the Planned Community. Declarant also reserves the right to construct or place a structure upon any Lot (owned by Declarant) for purposes of an office. Said structure does not have to be a model. Declarant shall remove or cause to be removed the office structure. Declarant specifically reserves the right to relocate the office, from time to time, upon various Lots within the Planned Community owned by Declarant. Declarant reserves the right to use a model as an office. Nothing set forth in this Section 4.1.1 shall be construed as an obligation on the part of Declarant to construct single family dwellings within the Planned Community.

Section 4.1.2            Signs. Declarant shall have the right to maintain signs (including, but not limited to, promotional signs) in and upon Lots owned by Declarant and within Common Elements.

Section 4.1.3            Utility Easements. The Lots and Common Elements shall be, and are hereby made subject to easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such utilities and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.3 shall include, without limitation, the right of Declarant, or the providing service or utility company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and water pipes, sewer and drainage lines, television cables, telephone wires and electrical wires, conduit equipment and ducts and vents over, under, through, along and on the Lot and Common Elements. Notwithstanding the foregoing provision of this Section 4.1.3, unless approved in writing by the Lot Owner or Lot Owners affected thereby, any such easement through a Lot shall be located either in the SUBstantially the same location as such facilities or similar facilities as existed at the time of the first conveyance of the Lot by Declarant, or so as not to materially interfere with the use or occupancy of the Lot.

Section 4.1.4            Declarant Easement to Correct Drainage. Declarant reserves an easement on, over and under the Lots and Common Elements for the purpose of maintaining, collecting and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created pursuant to this Section 4.1.4 expressly includes the right to cut any trees, brush, shrubbery, to grade the soil or to make any other actions reasonably necessary, following which Declarant shall restore the affected property as closely to its original condition as practical.

Section 4.1.5            Declarant Easement for Development of Convertible Real Estate. Declarant reserves an easement on, over and under Convertible Real Estate NO.1 (if Declarant elects to add Additional Real Estate No. 1), Convertible Real Estate No. 2 (if Declarant elects to add Additional Real Estate No. 2), Convertible Real Estate NO.3 (if Declarant elects to add Additional Real Estate No.3), Convertible Real Estate NO.4 (if Declarant elects to add Additional Real Estate No.4), and Convertible Real Estate No. 5 (if Declarant elects to add Additional Real Estate No.5) for all purposes relating to the construction, development, leasing and sale of the Lots within said Convertible Real Estate parcels. This easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress and regress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the moving and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and office and erection and maintenance of directional and promotional signs.

Section 4.1.6            Association Easement. The Common Elements (including the Common Facilities and Controlled Facilities) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors of the Association for purpose of inspection, upkeep, maintenance, repair and replacement of said Common Elements.

Section 4.1.7            Easement for Encroachments. Pursuant to Section 5216 of the Act, to the extent that any Lot or Common Element encroaches on any other Lot or Common Element, a valid easement for encroachment exists.



Section 4.1.8 Stormwater Management Easements. If Declarant elects not to add one or more parcels of Additional Real Estate, Declarant reserves, for the benefit of any such parcel or parcels of Additional Real Estate not added to the Planned Community, an easement to utilize any and all existing stormwater management facilities to facilitate the development of any such parcel or parcels of Additional Real Estate not added to the Planned Community. Further, with respect to any stormwater management facilities which Declarant may construct or cause to be constructed within any parcel of Additional Real Estate which is not added to the Planned Community, Declarant grants an easement to the Association (for the benefit of the Planned Community) the right to use any such stormwater management facilities required to facilitate stormwater management of the Planned Community. The stormwater easements reserved in this Section 4.1.8 shall be for the benefit of any parcel of Additional Real Estate which is not added to the Planned Community. The stormwater management easements granted pursuant to this Section 4.1.8 shall be for the benefit of the Planned Community. Any such stormwater management facilities constructed or to be constructed shall be available for the joint use of the Planned Community as well as the use of any parcel of Additional Real Estate not added to the Planned Community. With respect to the cost of maintenance and insurance for any jointly used stormwater management facilities, the cost shall be as agreed upon between Association and Declarant provided, however, that if Association and Declarant cannot agree as to the allocation of the cost of maintenance and insurance then, in that event, said cost shall be shared (and paid) equally by Association and each parcel of Additional Real Estate (benefited but not added) which utilizes said stormwater management facilities.

Section 4.1.9 Easement Ingress/Egress. As set forth in Section 11.8, Declarant intends to offer the rights-of-way for all streets constructed within the Planned Community to Township. Pending acceptance of said offer of dedication for said rights-of-way (and if Township does not accept the offer or offers of dedication of said rights-of-way, Declarant hereby declares and creates for the benefit of all Lot Owners an easement for ingress, egress and regress over and within said rights-of-way. The purpose of said easement shall be to provide pedestrian and vehicular access within the paved portion of the easements (streets) as well as the sidewalks constructed within the rights-of-way. If the Township does not accept the offer of dedication for any right-of-way within which a street and *lora* sidewalk are constructed then, in that event, the easement shall be a perpetual easement and shall run with the land. Further, as set forth in Section 11.8, if any right-of-way within which a street and / or sidewalk, and other improvements, are constructed, is not accepted by Township, then said right-of-way, to include the streets, shall become a Common Facility subject to the terms and conditions of this Declaration. Nothing set forth herein shall be construed to impose any maintenance obligation with respect to any sidewalk constructed within said rights-of-way.

Section 4.1.10 Nature of Easements. All easements created in this Article IV, except easements created in Section 4.1.1 and Section 4.1.2, shall be perpetual easements and shall run with the land. With respect to the easements created pursuant to Section 4.1.1 and Section 4.1.2, said easements shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless Declarant shall, by a written instrument (in recordable form), terminate said easement or easements prior to said date. In addition, any perpetual easement reserved or created by Declarant pursuant to Section 4.1, except easements reserved pursuant to Section 4.1.5 and easements reserved for the benefit of Declarant in Section 4.1.8, the easements reserved and created pursuant to Section 4.1.5 shall be deemed transferred by Declarant to Association upon the expiration period of Declarant's control.



**ARTICLE V**  
**AMENDMENT TO DECLARATION**

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures **specified** in Section 5219 of the Act, other sections of the Act referred to in Section 5219 and the express provisions of this Declaration. Declarant reserves the right, without the consent of any Lot Owner or Permitted Mortgagee, except as provided in Section 5.1.2, to amend this Declaration for purposes of creating additional Lots and Common Elements within Convertible Real Estate as set forth in Article VI. Amendment of a material nature may be adopted (i) only by vote or agreement of Lot Owners of Lots to which at least sixty seven (67%) percent of the votes in the Association are allocated and (ii) at least fifty-one (51 %) percent of the votes of Permitted Mortgagees. The right to amend the Declaration shall be subject to the provisions of Section 5219(d) of the Act. Nothing set forth in this provision shall modify, reduce or restrict, in any way, the right of the Executive Board to amend the Declaration with respect to technical corrections as set forth in Section 5219(d) of the Act.

Section 5.1,1 Termination of Planned Community.

- (a) Votes Required. Except in the case of taking of all Lots by eminent domain, the Planned Community may be terminated by the agreement of Lot Owners of Lots to which at least eighty (80%) percent of the votes in the Association are allocated.
- (b) Execution and Recording Agreement and Ratification. An agreement to terminate must be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Lot Owners who are owners of record preceding the date of recording the termination agreement. The termination agreement must specify the date it was first executed or ratified by a Lot Owner. The termination agreement shall become void unless the termination agreement is recorded on or before the earlier of the expiration of one (1) year from the date it was first executed and ratified by a Lot Owner or such date as shall be **specified** in the termination agreement. The termination agreement and all ratification thereof must be recorded in the Office of the Recorder of Deeds of York County, Pennsylvania and shall be indexed in the name of the Planned Community in both the grantor and grantee index. The termination agreement is effective only upon recording.

Section 5.1.2 Notice to Permitted Mortgagees. The Executive Board shall provide at least thirty (30) days prior written notice to all Permitted Mortgagees of any proposed amendment to the Declaration which amendments are of a material nature and each Permitted Mortgagee shall, within thirty (30) days after the Permitted Mortgagee receives notice of said proposal, either approve or disapprove the proposed amendment. Notice of the proposed amendment shall be forwarded to each Permitted Mortgagee by registered or certified mail, return receipt requested. If the Permitted Mortgagee shall fail to respond within thirty (30) days after receipt of notice of the proposal (as evidenced by the return receipt) then the Permitted Mortgagee shall be deemed to have approved the proposed amendment. With respect to a Permitted Mortgagee of a mortgage insured by HUD or VA, the prior written consent of HUD and VA to any such amendment to the Declaration is required in accordance with the provisions of Section 5.1.

Section 5.1.3 Amendment/Section 3.5, 3.12, Section 8.13, Section 8.14 and Section 8.15. Section 3.5, Section 3.12, Section 8.13, Section 8.14 and Section 8.15 of this Declaration shall not be amended except with the prior written approval of Township.

Section 5.1.4 Amendment/section 4.1.5 and Section 4.1.8. Section 4.1.5 and Section 4.1.8 shall not be amended except with the prior written approval of Declarant.

Section 5.2 Granting of Certain Easements. The granting of easements for public utility or other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this Article.

**ARTICLE VI**  
**OPTION TO EXPAND- ADDITIONAL REAL ESTATE/CONVERTIBLE REAL ESTATE/**  
**WITHDRAWABLE REAL ESTATE**

Section 6.1 Reservation/Additional Real Estate. Declarant hereby reserves a right until the seventh (7th) anniversary from the date of recording of this Declaration to add Additional Real Estate No.1, Additional Real Estate No.2, Additional Real Estate No.3, Additional Real Estate No.4, and Additional Real Estate NO.5 to the Planned Community. If Declarant shall elect to add Additional Real Estate No.1, Additional Real Estate No.2, Additional Real Estate No.3, Additional Real Estate No.4, or Additional Real Estate No.5, or all or any combination thereof, then Declarant shall have the right to convert all or a portion of said Additional Real Estate parcels (then Convertible Real Estate) into Lots and Common Elements (including Common Facilities and Controlled Facilities or any combination thereof) from time to time in compliance with Section 5211 of the Act without the consent of any Lot Owner or Permitted Mortgagee.

Section 6.2 Procedure/Adding Additional Real Estate. If Declarant shall elect to add Additional Real Estate to the Planned Community, Declarant shall prepare, execute and record an amendment to this Declaration pursuant to Section 5219 of the Act and comply with Section 5210 of the Act. Declarant is the Lot Owner of any Lot thereby created. The amendment to this Declaration must assign an Identifying Number to each Lot formed in the Additional Real Estate (then Convertible Real Estate) and reallocate votes in the Association and Common Expense Liabilities. The amendment shall described any Common Element (Common Facilities or Controlled Facilities, or both) formed out of the Additional Real Estate (then Convertible Real Estate).

Section 6.3 Additional Real Estate Becomes Convertible Real Estate. If Declarant shall add Additional Real Estate pursuant to Section 6.1 and Section 5211 (a) of the Act, said Additional Real Estate shall become Convertible Real Estate (not Withdrawable Real Estate, unless Declarant shall identify a portion of said Additional Real Estate as Withdrawable Real Estate) and shall be added to the Planned Community.

Section 6.4 Time Limit. Nothing in Article VI or any other provision in this Declaration, shall extend the time limit for adding Additional Real Estate and converting Convertible Real Estate in this Planned Community imposed by the Declaration under Section 5206 of the Act. Declarant shall have seven (7) years after the recording of the Declaration to exercise the option to add the Additional Real Estate and convert the Convertible Real Estate as set forth in Section 6.1. Nothing set forth in this Article VI or this Declaration shall be construed to restrict, in any way, said time limit.

Section 6.5 Declarant's Option Not to Add Additional Real Estate. Declarant specifically has the right, in Declarant's sale and absolute discretion, to determine whether Declarant elects to add Additional Real Estate to the Planned Community. Nothing set forth in this Declaration or otherwise shall be construed as an obligation on the part of Declarant or otherwise to add Additional Real Estate to the Planned Community.

Section 6.6 Assurances. If the Additional Real Estate is added and if the Convertible Real Estate is converted, the Lots shall be located as shown on the amendment to the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of building Lots in each parcel of Convertible Real Estate shall not exceed the number of Lots set forth in Section 2.2.2, Section 2.2.3 and Section 2.2.4, as applicable. All Lots will be restricted exclusively for residential use. Any single family detached dwelling and any single family attached dwelling constructed within the Convertible Real Estate will be compatible in quality of construction of the single family dwellings constructed upon other Lots within the Planned Community. All restrictions in this Declaration affecting use, occupancy and development of Lots will apply to Lots created within Convertible Real Estate. There are no other assurances made as to any other improvements and Common Elements made, created, to be made or created within the Convertible Real Estate. The reallocation of relative voting strength and Common Expense Liability for each Lot within Convertible Real Estate shall be computed as required in Section 2.1. Specifically, each Lot shall be allocated one (1) vote in the Association.

Section 6.7 Modification of Area of Lots. Declarant specifically reserves the right to modify the area of any Lot to be subdivided in Convertible Real Estate, by enlarging or decreasing the area of the Lot. The actual area of the Lot shall be accurately reflected in the amendment to Plats and Plans to be recorded when the amendment to Declaration is recorded adding the Additional Real Estate and converting the Convertible Real Estate.

Section 6.8 Reservation/Withdrawable Real Estate. Declarant hereby designates Lot No. 98, Lot No. 99 and Lot No. 100 each as "Withdrawable Real Estate", with said Lot No. 98 being Withdrawable Real Estate No.1, said Lot No. 99 being Withdrawable Real Estate NO.2 and said Lot No. 100 being Withdrawable Real Estate No.3. Withdrawable Real Estate NO.1 is defined in Section 1.3.3(w) of this Declaration. Withdrawable Real Estate NO.2 is defined in Section 1.3.3(ww) of this Declaration and Withdrawable Real Estate NO.3 is defined in Section 1.3.3(xx) of this Declaration. Declarant also specifically reserves the right, if Declarant adds Additional Real Estate No.1, Additional Real Estate No.2, Additional Real Estate No.3, Additional Real Estate No. 4 or Additional Real Estate No.5, or all or any combination thereof, to the Planned Community, to designate a portion or portions of said Additional Real Estate as Withdrawable Real Estate. If Declarant shall elect to withdraw any designated Withdrawable Real Estate, Declarant shall have the right to withdraw any designated Withdrawable Real Estate parcel or parcels in compliance with Section 5212 of the Act without the consent of any Lot Owner or Permitted Mortgagee.

Section 6.9 Procedure/Withdrawing Withdrawable Real Estate. If Declarant elects to withdraw any designated Withdrawable Real Estate, Declarant shall prepare, execute and record an amendment to this Declaration pursuant to Section 5219 of the Act and comply with Section 5212 of the Act.

Section 6.10 Declarant's Option Not to Withdraw Withdrawable Real Estate. Declarant specifically has the right, in Declarant's sale and absolute discretion, to determine whether Declarant elects to withdraw



Withdrawable Real Estate from the Planned Community. Nothing set forth in this Declaration or otherwise shall be construed as an obligation on the part of Declarant or otherwise to withdraw Withdrawable Real Estate from the Planned Community.

ARTICLE VII  
**USE AND DEVELOPMENT RESTRICTIONS**

Section 7.1 Use, Occupancy and Development Restrictions. Lots, Common Facilities and Controlled Facilities shall be subject to the following restrictions:

- (a) No building Lot shall be used for any other purpose other than a private, single family detached dwelling, private, single family semi-detached dwelling or a private, single family attached dwelling for the Lot Owner or Owners or his, her or their immediate family or by a natural Person or Person's immediate family to whom the Lot Owner has leased the dwelling subject to the provisions of this Declaration and Bylaws.
- (b) No building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than (i) a single family attached dwelling, not to exceed two (2) stories in height with an attached private garage, a one-story accessory building (not to exceed 200 square feet) and a swingset, playhouse or combination thereof as described in Section 7.1(y), (ii) a single family detached dwelling, not to exceed two (2) stories in height, with an attached private garage, one-story accessory building (not to exceed 200 square feet) and a swingset, playhouse or combination thereof as described in Section 7.1(y) or (iii) a single family semi-detached dwelling, not to exceed two (2) stories in height, with an attached garage, one-story accessory building (not to exceed 200 square feet) and a swingset, playhouse or combination thereof as described on Section 7.1(y).
- (c) All Lots (to include the dwellings constructed thereon) shall be used exclusively for residential use or residential purposes.
- (d) No business of any kind shall be conducted upon any Lot or the single family attached dwelling (to include the attached garage and accessory building), the single family detached dwelling (to include the attached garage and accessory building) or single family semi-detached dwelling (to include the attached garage and accessory building) constructed upon or within said Lot with the exception of the business of Declarant (to include any successor Declarant) developing any or all of the Lots or Property.
- (e) Declarant shall approve the plans and specifications for all structures or buildings (including the single family attached dwelling, single family detached dwelling, single family semi-detached dwelling and accessory building) to be erected upon any Lot prior to the commencement of any construction. Declarant shall approve the material to be used in construction of the exterior of any single family attached dwelling (to include the attached garage), single family detached dwelling (to include the attached garage) or



single family semi-detached dwelling (to include the attached garage) and accessory building to be constructed upon any Lot prior to commencement of any construction. Upon the expiration of Declarant's control (as described in Section 10.1) the Executive Board shall approve plans and specifications for any single family attached dwelling, any single family detached dwelling or a single family semi-detached dwelling to be constructed upon a Lot, any accessory building to be constructed upon a Lot, any additions or alterations to any existing single family dwelling (to include the attached garage and existing accessory building) which said approval shall include the material to be used in the construction of any addition or alteration of an existing single family dwelling (to include the attached garage and accessory building). Said approval authority of the Executive Board (when applicable) shall be consistent with the approvals previously granted by Declarant in connection with the Planned Community.

- (f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. However, dogs, cats and other household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. Household pets shall at all times be kept on a leash or some other appropriate means of control. Should any question arise as to what constitutes a household pet, the decision of Declarant and following expiration of Declarant's control, the decision of the Executive Board, shall be final, binding and conclusive.
- (g) A fence, wall or other dividing instrumentality (e.g. vegetative hedge) may be constructed or planted upon a Lot upon which a single family detached dwelling or a single family semi-detached dwelling (not a single family attached dwelling) may be constructed and shall be constructed or erected behind the rear building line of the single family detached dwelling or the single family semi-detached dwelling constructed (or to be constructed) upon the Lot. Any fence, wall or other dividing instrumentality shall be approved by Declarant and upon expiration of Declarant's control, by the Executive Board; any such fence, wall or other dividing instrumentality shall be constructed in accordance with municipal requirements. The "rear building line of a single family detached or single family semi-detached dwelling constructed upon the Lot" shall mean a line extended from the rear exterior corners of the single family detached dwelling or single family semi-detached dwelling at a 90 degree angle to the side property lines of the Lot. In the event of a dispute as to what constitutes the "rear building line of the single family detached dwelling of the single family semi-detached dwelling constructed upon the Lot" the determination of the Declarant and, following the expiration of Declarant's control, the Executive Board, shall be binding, final and conclusive. A fence, wall or other dividing instrumentality may not be constructed (or planted) upon any Lot unless a single family detached dwelling or a single family semi-detached dwelling has been or is in the process of being constructed upon said Lot.
- (h) No rubbish, trash or garbage, or any other waste material shall be kept or permitted on any Lot except in sanitary containers located in the appropriate area on each Lot concealed from public view. The burning of trash, rubbish, garbage and other waste material, including leaves and other tree products, is prohibited. The foregoing shall not

prohibit Declarant or any builder from burning trash or other construction debris in connection with the construction of a single family dwelling or the construction of site improvements (e.g. roads, curbs, detention basin and drainage easements).

- (i) No outbuilding, accessory building, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently on any Lot.
- (j) No single family attached dwelling, single family detached dwelling, single family semi-detached dwelling or accessory building shall be located on any Lot near the front, side and rear lot lines than the minimum set back lines as shown on the Final Subdivision Plan/Phase I (or the final subdivision plan in connection with any parcel of Additional Real Estate, if applicable).
- (k) No Lot Owner shall at any time raise or lower the grade of any Lot above or below the grade established or to be established by Declarant without the prior written consent of Declarant and following expiration of Declarant's control, by the Executive Board.
- (l) No signs, billboards or advertising devices of any kind, except those used in the subsequent sale or rental of the single family dwelling constructed upon any Lot shall be placed or otherwise constructed upon any Lot. Any permitted signs shall not be greater in outside dimensions of two (2) feet by three (3) feet or six (6) square feet (total area) and shall not be illuminated. This restriction shall not apply to Declarant. This restriction shall not apply to any builder approved by Declarant during the course of construction of a single family dwelling.
- (m) No commercial or non-passenger vehicle of any type and no unlicensed motor vehicle of any type shall be permitted to remain overnight upon a Lot or upon any street within the Planned Community unless garaged. This restriction shall not apply to Declarant or builders (to include subcontractors) in conjunction with the building or construction activities.
- (n) No boats (to include trailers), campers, trailers, motor homes or other recreational vehicles shall be permitted to be parked on any Lot (including driveway) or any public or private street for more than a total of seven (7) calendar days during any calendar year. The purpose of this restriction is to acknowledge that boats, campers, trailers motor homes or other recreational vehicles may be parked on a temporary basis in connection with the anticipated immediate use of such boat, camper, trailer, motor homes or other recreational vehicle, but that boats, campers, trailers, motor homes or other recreational vehicles shall not be parked on any Lot or street for an extended period.
- (o) The installation, use and maintenance of television, radio, satellite and other similar telecommunication devices shall be Subject to such Rules and Regulations as may be imposed by Association from time-te-time. All such Rules and Regulations shall be in accordance with applicable Federal Communications Commission Regulations.

- (p) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted upon any Lot or any streets within the Planned Community nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to other Lot Owners. Notwithstanding the proceeding, a Lot Owner may make vehicle repairs provided that said repairs are conducted in the Lot Owner's attached garage.
- (q) Resubdivision of any Lot by any Lot Owner is prohibited. This restriction shall not apply to Declarant. Acquisition of two (2) or more abutting Lots and constructing one (1) single family detached dwelling shall not be deemed a "resubdivision" or a "subdivision" and is permissible, Subject to municipal requirements.
- (r) All Lots are to maintained in dean and sanitary condition and all lawns, shrubs and other vegetation shall be groomed and maintained regularly as needed. All sidewalks and driveways located on any Lot or within the right-of-way of the street abutting such Lot shall be kept free of snow, ice and debris.
- (s) All driveways shall be bituminous asphalt or concrete. All driveways, final grading and seeding must be completed at the time of completion of the single family dwelling. Landscaping shall be completed within six (6) months after completion of the single family dwelling, weather permitting.
- (t) Location, style and design of mailbox shall be approved by Declarant.
- (u) The exterior colors of all single family dwellings, including shutters and exterior doors, shall be approved by Declarant.
- (v) No above-ground swimming pools shall be permitted. No in-ground swimming pools shall be permitted with respect to a Lot upon which a single family attached dwelling or a single family semi-detached dwelling has been or will be constructed. An in-ground swimming pool shall be permitted upon a Lot on which a single family detached dwelling has been constructed and said in-ground swimming pool shall be constructed at the rear of the single family detached dwelling constructed upon the Lot.
- (w) The exterior walls of all single family attached dwellings, all single family detached dwellings and all single family semi-detached dwellings, to include the garage and accessory building, shall extend to or below the ground level so that no part of the foundation will show; parge will be considered part of the foundation. Building blocks or concrete shall not be used in the exterior wall of any single family dwelling, garage and accessory building above the finished grade of the ground unless covered with brick, natural stone, wood, aluminum siding, vinyl siding or some other material as shall be approved by Dedarant.



- (x) Electric service for the single family dwelling (to include the garage and accessory building) constructed upon each Lot shall be supplied only from underground distribution in accordance with the then current *tariff* provisions of the electrical utility providing said service.
- (y) Any swingset, playhouse, any combination of swingset and playhouse, slide or other such apparatus, shall not be constructed or erected on any Lot without the prior written approval of Declarant, and following expiration of Declarant's control, the Executive Board. The Declarant or Executive Board, as applicable, shall not approve any such swingset, playhouse or any combination of swingset and playhouse or other apparatus shall only be constructed or erected to the rear of the single family detached dwelling constructed upon the Lot and shall not be constructed or erected within thirty (30) feet of any side or rear property line for the Lot or, with respect to a single family attached dwelling and a single family semi-detached dwelling, shall not be constructed or erected within ten (10) feet of any side or rear boundary line for the Lot.
- (z) Following the expiration of Declarant's control the approval authority reserved by Declarant pursuant to this Section 7.1 shall be delegated to the Executive Board.
- (aa) Following the expiration of Declarant's control the Executive Board may, from time to time, promulgate Rules and Regulations not inconsistent with the provisions of this Declaration concerning the use, occupancy and development of the Property, subject to the rights of the Lot Owners to change such Rules or Regulations.

#### ARTICLE VIII

#### BUDGET; COMMON EXPENSES; ASSESSMENTS AND APPORTIONMENT

Section 8.1 Budget and Payments. The annual budget of the Association shall be adopted in accordance with the Bylaws. All Common Expense assessments shall be due and payable, in full, in advance, unless the Executive Board shall otherwise direct. Special assessments shall be assessed in accordance with the Bylaws, and shall be due and payable, in full, in advance, unless the Executive Board shall otherwise direct.

Section 8.2 Assessments for Common Expenses. Until the Association makes a Common Expense assessment, Declarant shall pay all Common Expenses of the Planned Community. After the first annual assessment has been made by the Association, assessments shall be made at least annually, based on the budget adopted at least annually by the Association. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate.

Section 8.3 Allocation of Interest. Common Expenses shall be assessed against all Lots in accordance with the Common Expense Liability allocated to each Lot. Any past due assessment or installment, if applicable, shall bear interest at the rate established by the Association at not more than fifteen (15%) percent per year.

Section 8.4 Limited Common Expense/Assessment. If and to the extent applicable, any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in

BOOK

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YORK COUNTY  
ASSESSMENT OFFICE



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PALOMINO ROAD

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88867*

DECLARATION FOR ASHCOMBE FARMS WEST, A PLANNED COMMUNITY  
A FLEXIBLE RESIDENTIAL PLANNED COMMUNITY

THIS DECLARATION, is made this 22<sup>ND</sup> day of September, 2004, by AFW **Development, Inc.** a Pennsylvania corporation, having a principal place of business at 1730 Columbia Avenue, Lancaster, Lancaster County, Pennsylvania, hereinafter called "Declarant," pursuant to provisions of Section 5201 of the Uniform Planned Community Act, 68 Pa.C.S.A §5201.

WITNESSETH:

ARTICLE I

SUBMISSION AND DEFINED TERMS

*112P*

Section 1.1. Property: County; Name. Declarant, owner in fee simple of the real estate described in Exhibit A, attached hereto, situate in Dover Township, York County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances thereto (collectively the "Property") to the provisions of the Uniform Planned Community Act, 68 Pa.C.S.A. §§5101 et. seg. and hereby creates with respect to the Property a flexible residential planned community to be known as "Ashcombe Farms West, a Planned Community" (hereinafter called "Planned Community").

Section 1.2. Easements, Licenses and Encumbrances. Included among the easements, licenses, encumbrances, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and restrictions to the Property:

- (a) Rights granted for the operation and maintenance of pipeline and telegraph as set forth in Deed Book 8-W, Page 471.
- (b) Rights granted Southern Pipeline Company as set forth in Deed Book 24-M, Page 350.
- (c) Rights granted Edison Light & Power Company as set forth in Deed Book 25-C, Page 12 and Deed Book 28-U, Page 314.
- (d) Rights granted Metropolitan Edison Company as set forth in Deed Book 42-Z, Page 195 and in Deed Book 44F, Page 1.
- (e) Rights granted Manufacturers Light and Heal Company as set forth in Deed Book 45-Y, Page 482.
- (f) Rights granted Metropolitan Edison Company as set forth in Deed Book 54-R, Page 95 and in Deed Book 54-T, Page 531.
- (g) Rights granted York Telephone and Telegraph Company as set forth in Deed Book 60-M, Page 956 and in Deed Book 60T, Page 710.

REFER TO-PLAN BOOK 60 PAGE 2342  
CONCERNING INSTRUMENT # 2004088867

- (h) Easement of twenty (20) foot wide private drive extending along a portion of the premises as set forth in Deed Book 61-N. Page 1072.
- (i) Rights granted York Telephone and Telegraph Company as set forth in Deed Book 61-P, Page 824.
- (j) Rights granted Metropolitan Edison Company as set forth in Deed Book 61 Q. Page 98.
- (k) Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Palomino Road. including those rights set forth Deed Book 63-R, Page 424.
- (l) Rights granted Dover Township Sewer Authority as set forth in Deed Book 65X, Page 349.
- (m) Rights granted General Telephone Company of Pennsylvania as set forth in Deed Book 70-A, Page 704.
- (n) Rights granted Columbia Gas Transmission Corporation as set forth in Deed Book 881, Page 214.
- (o) Rights granted Metropolitan Edison Company as set forth in Record Book 1365. Page 2867.
- (p) Rights granted GPU Energy as set forth in Record Book 1370. Page 6565.
- (q) Rights. restrictions. covenants and agreements as set forth in Record Book 1422, Page 1879.
- (r) Rights granted Adams Electric Cooperative as set forth in Record Book 1438, Page 1898 and in Record Book 1438. Page 1919.
- (s) Rights granted Metropolitan Edison Company as set forth in Record Book 1548. Page 4040 and in Record Book 1613. Page 2057.
- (t) Subject to conditions as shown in Plan Book PP. Page 445. in Plan Book PP, Page 919, in Plan Book QQ. Page 979 and in Plan Book RR, Page 1240.
- (u) Subject to conditions as shown on Final Subdivision Plan/Phase 1 (as hereafter defined), including clear sight triangle easements at street intersections.
- (v) Subject to terms of Straw Party Agreement as set forth in Record Book 1664. Page 1123.



equal shares against the Lots to which that Limited Common Element was assigned at the time the expense was incurred. Declarant does not contemplate creation of any Limited Common Elements within the Planned Community. Any Common Expenses benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited. Declarant contemplates, in connection with the construction of single family attached dwellings, to provide lawn care and snow removal for the single family attached dwellings (not single family semi-detached dwellings). Accordingly, the cost of the lawn care and snow removal shall be assessed as a Common Expense which benefits the Owners of the Lots upon which single family attached dwellings are constructed. If a Common Expense is caused by the negligence or misconduct of any Lot Owner, the Lot Owner's family members, guests or invitees, the Association may assess that expense exclusively against that Lot Owner.

**Section 8.5 Reallocation/Common Expense Liability.** If Common Expense Liabilities are reallocated, Common Expense assessments and, if applicable, any installments thereof not yet due, shall be reallocated in accordance with the reallocated Common Expense Liability.

**Section 8.6 Lien for Assessments.** The Association has a lien on a Lot for any assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in a like manner as a mortgage on Real Estate. A judicial or other sale of the Lot and execution of a Common Element lien or any other lien shall not affect the lien of a Permitted Mortgage on the Lot, except the Permitted Mortgage for which the sale is being held, if the Permitted Mortgage is prior to all liens upon the same Lot except those liens identified in 42 Pa.C.S.A §8152(a) and liens for assessments imposed by the Association pursuant to this Section 8.6 and in accordance with Section 5315(a) of the Act. A lien pursuant to this Section 8.6 and Section 5315 of the Act shall have the priority set forth in Section 5315(b) of the Act and is subject to the sections set forth in Section 5315(b) of the Act.

**Section 8.7 Notice and Perfection of Liens.** Subject to the priority of liens set forth in Section 5315(b) of the Act, recording of this Declaration constitutes record notice and perfection of a lien on a Lot for any assessment levied against that Lot or fines imposed against the Lot Owner.

**Section 8.8 Costs and Attorneys Fees.** A judgement or decree in any action or suit brought under Section 5315 of the Act shall include costs and reasonable attorney's fees for the prevailing party.

**Section 8.9 Statement of Unpaid Assessments.** The Association shall furnish to a Lot Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against the Lot Owner's Lot and any credits or surplus in favor of that Lot under Section 5313 of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and all other Lot Owners.

**Section 8.10 Association Records.** Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 8.9 and Section 5407 of the Act. All financial or other records of the Association shall be made reasonably available for examination by any Lot Owner and authorized agents.

**Section 8.11 Annual Financial Statements.** Within one hundred eighty (180) calendar days after the close of the Association's fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the

financial statements shall be a Common Expense. Each Lot Owner shall be entitled to receive from Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statement, the Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

**Section 8.12 Filing a Complaint.** If Association fails to provide a copy of the annual financial statements and, if applicable, report of the independent accountant is required under Section 8.11, to the requesting Lot Owner within thirty (30) days of the Lot Owner's written request, or the financial records of the Association which substantiate Association's financial statement are not made reasonably available for examination by any Lot Owner or authorized agent, the Lot Owner may file a complaint with the Bureau of Consumer Protection of the Office of Attorney General.

**Section 8.13 Failure to Maintain Common Facilities/Controlled Facilities.** If Declarant or Association, as applicable, shall fail to maintain, repair or reconstruct the Common Facilities, Controlled Facilities as defined in Section 3.2.2, or drainage facilities under control of and responsibility of Association or Declarant, as applicable, in accordance with the Final Subdivision Plan/Phase I or Township regulations after written notice to do so by Township and said deficiency remains uncured for a period of thirty (30) calendar days, then Township, its agents or contractors, shall have the right to enter onto the Planned Community and perform the necessary maintenance, repairs or reconstruction at the expense of Declarant, Association or Lot Owners, provided, however, that with respect to Lot Owners the provisions of Section 8.14 shall be applicable.

**Section 8.14 Cost of Maintenance/Township/Common Facilities and Controlled Facilities.** If Township is required to maintain, repair or reconstruct any Common Facility or any Controlled Facility, Township shall have the rights and remedies under the Municipal Claim Act, 53 P.S. §7101 *et seq.* If the Township shall impose a lien against the Association for any such required maintenance, repair or reconstruction of any Common Facility or any Controlled Facility, each Lot Owner shall have the right to pay the amount of the lien attributable to his, her or their Lot and the Township shall, upon receipt of payment, deliver a release of the lien covering that Lot. The amount of the payment shall be proportionate to the ratio which the Lot Owner's Common Expense Liability bears to the Common Expense Liability of all Lot Owners whose Lots are Subject to the lien. After payment, the Association may not assess or have a lien against the Lot Owner's Lot for any portion of the Common Expense incurred in connection with that lien.

**Section 8.15 General Note 19-Final Subdivision Plan/Phase I.** In addition to the rights reserved to Township pursuant to Section 8.13 and Section 8.14, pursuant to General Note 19, Final Subdivision Plan/Phase I (Sheet 1 of 12), Township has reserved additional rights with respect to the drainage facilities (either Controlled Facilities or Common Facilities). Specifically, Township has reserved the right to (i) inspect the facilities at any time; (ii) require Declarant or Association (as appropriate) to take corrective actions and to assign reasonable time periods for any necessary action; and (iii) authorize the maintenance to be done by the Township or an agent or contractor of the Township and liening the cost of the work against each Lot and the Lot Owner or Owners of said Lot within the Planned Community in accordance with the provisions of Section 8.14. In addition, the rights of Township, as set forth herein, is required to be set forth in each deed conveying any Lot containing a stormwater management facility (to include drainage easement) as described in Section 3.2.2(a).

ARTICLE IX  
RIGHTS OF PERMITTED MORTGAGEES

Section 9.1 **Reports and Notices.** Upon the specific written request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

- (a) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Lot Owner covered by the Permitted Mortgagee;
- (b) Any audited or unaudited financial statements of the Executive Board which were prepared for the Executive Board and submitted to the Lot Owners;
- (c) Copies of notice of meetings of the Lot Owners and the right to be present at any such meetings by a designated representative;
- (d) Notice of the decision of the Lot Owners to make any material amendment to this Declaration;
- (e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (f) Notice of the default of the Lot Owner of the Lot which is the subject of the Permitted Mortgagee, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Lot Owner of the existence of the **default**;
- (g) The right to examine the books and records of the Executive Board at any reasonable time;
- (h) Notice of any decision by the Executive Board to hire professional management for the Planned Community.

The request of a Permitted Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board shall not be required to inquire into the validity of any request made by a Permitted Mortgagee hereunder and in the event of multiple requests pertaining to the same Lot, the Executive Board shall honor the most recent request received.

Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper action of the Association and the Executive Board.



ARTICLE X  
**DECLARANTS RIGHTS**

Section 10.1 Declarant's Control.

- (a) Until the sixtieth (60th) day after Disposition of twenty-five (25%) percent of the Lots, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Lot Owners other than Declarant.
- (b) Not later than sixty (60) days after Disposition of **fifty** (50%) percent of the Lots, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Lot Owners other than Declarant.
- (c) Not later than the earlier of (i) seven [7] years after the recording of this Declaration; or (ii) one hundred twenty [120] days after Disposition of seventy-five (75%) percent of the Lots, all members of the Executive Board shall resign and the Lot Owners (including Declarant to the extent of Lots owned by Declarant) shall elect a new five (5) member Executive Board, at least of majority of whom must be Lot Owners.
- (d) In determining whether the period of Declarant's control has terminated pursuant to Section 10.1(c), the percentage of Lots conveyed or transferred shall be that percentage which would have been conveyed if all Lots Declarant has created or has reserved the right to create in Additional Real Estate No.1, Additional Real Estate No. 2, Additional Real Estate No. 3, Additional Real Estate NO. 4 and Additional Real Estate NO.5 by Declarant before such actions become effective.
- (e) Declarant may voluntarily surrender the right to appoint and remove officers of the Executive Board. In that event Declarant may require, for the duration of the period of Declarant's control, specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by Declarant before such actions become effective.
- (f) Declarant shall have the right to terminate Declarant's control at any time in writing by recordable document recorded in the Office of the Recorder of Deeds of York County, Pennsylvania.
- (g) Regardless of the period provided in this Declaration, the period of Declarant's control terminates no later than the earlier of: (i) sixty [60] days after Disposition of seventy-five (75%) percent of Lots which may be created; (ii) two [2] years after Declarant (to include successor Declarants) have ceased to offer Lots for sale in the ordinary course of business; or (iii) two [2] years after any Development Rights to add to Lots has been exercised.

Section 10.2 Special Declarant's Rights. Declarant specifically reserves all Special Declarant's Rights, as defined in Section 1.3.3(jj) and as defined in Section 5103 of the Act. Nothing set forth in this Declaration or otherwise shall be deemed to restrict, modify or alter Special Declarant's Rights.

Section 10.3 Transfer of Special Declarant's Rights. Declarant shall have the right to transfer any or all Special Declarant's Rights created and reserved in this Declaration and the Act by an instrument evidencing said transfer recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, indexed in the name of the Planned Community in both the grantor and grantee indices. The instrument shall not be effective unless executed by the transferee. Said transfer shall be accordance with Section 5304 of the Act. Liability of Declarant following the transfer of Special Declarant's Rights shall be as set forth in Section 5304(b) of the Act. The obligations of the Person who succeeds the Special Declarant's Rights shall be in accordance with Section 5304(e) and (f) of the Act.

Section 10.4 Development Rights. Declarant reserves all Development Rights, as defined in Section 1.3.3(n) and Section 5103 of the Act. Declarant reserves the right to transfer all or part of the Development Rights in the manner described in Section 10.3 pertaining to the transfer of Special Declarant's Rights. Declarant reserves the right to transfer Development Rights, in whole or in part, as part of the transfer of any Special Declarant's Rights.

#### ARTICLE XI MISCELLANEOUS

Section 11.1 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.2 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 11.3 Initial Fee. Each Lot Owner (specifically excluding Declarant), except as provided in Section 5302(a)(12)(iii) of the Act and except as provided in Section 5302(a)(12)(iv), shall, at the time of closing with respect to any Lot, pay an Initial Fee to the Association of One Hundred (\$100.00) Dollars. The One Hundred (\$100.00) Dollar Initial Fee shall be paid to the Association and shall be included in the Reserve Fund, which shall be held in a separate account by the Association for purposes of replacement of Common Elements that the Association is obligated to maintain, replace or repair. Declarant shall not have the right to use all or any portion of the Reserve Fund to defray any of Declarant's expenses or construction costs or any other costs. Declarant shall deliver the Reserve Fund, together with interest earned, to the Association.

With respect to the exception set forth in Section 5302(a)(12)(iv) of the Act, any Person who acquires an unimproved Lot shall sign and deliver a sworn affidavit (addressed to Association) declaring the Person's intention to re-convey such Lot with eighteen (18) months from the date of its acquisition. If the Person who acquires the unimproved Lot and submits the requisite affidavit fails to complete such re-conveyance within eighteen (18) months from the date of acquisition of said Lot then, in that event, such Person shall be

required to pay to the Association the Initial Fee in connection with the initial conveyance of the Lot, which said Initial Fee shall be paid within thirty (30) days after the expiration of the eighteen (18) month period or, in no event, later than the date of re-conveyance of such Lot to a third party.

Section 11.4 Lot Owner's Rights and Duties. Each Lot Owner shall be subject to all the rights and duties assigned to Lot Owners under this Declaration, Bylaws and the Act. Declarant, as to any unsold Lot within the Planned Community, shall also enjoy all rights of a Lot Owner and shall assume all obligations of a Lot Owner as those rights and duties relate to each individual unsold Lot, except as specifically provided otherwise in this Declaration or the Act.

Section 11.5 Association/Bylaws. Declarant has organized a Pennsylvania nonprofit corporation known as "Ashcombe Farms West Homeowners' Association" and has adopted Bylaws of said corporation in accordance with the Act and consistent with this Declaration. The Bylaws are attached marked Exhibit Q and made part hereof.

Section 11.6 Declarant's Delivery of Items to Association. Declarant shall, in accordance with Section 5320 of the Act, upon the expiration of Declarant's control or upon the voluntary termination of Declarant's control, deliver to Association within sixty (60) days after said termination of Declarant's control, all items, tangible personal property and funds, to the extent applicable, as described in Section 5320 of the Act.

Section 11.7 Warranty Against Structural Defects/Common Facilities/Association. Pursuant to Section 5411 of the Act, Declarant is required to provide to Association a warranty against structural defects for Common Facilities, constructed by Declarant, which said warranty shall have a term of two (2) years. The warranty against structural defects for Common Facilities shall begin as of the date of completion of said Common Facilities.

Section 11.8 Streets. the portions of Ashcombe Drive, Sheppard Drive, Lyn Circle and Wheatly Street to be constructed, as shown on Final Subdivision Plan/Phase I, are to be constructed in accordance with municipal requirements and Declarant shall offer the rights-of-way and the improved streets to Township for dedication. Upon acceptance of the offer of dedication by Township, said streets shall become public streets. In the unlikely event that the rights-of-way (to include the streets constructed therein) are not accepted by Township then, in that event, said rights-of-way and the streets constructed therein shall become Common Facilities and shall be governed by the provisions of this Declaration and the Act.

Section 11.9 Enforcement. Declarant, Association and each Lot Owner are empowered to enforce the provisions of this Declaration. Declarant's right to enforce the provisions of this Declaration shall terminate upon the expiration or termination of Declarant's control, except if Declarant continues to own any Lot subsequent to the expiration or termination of Declarant's control.

Section 11.10 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.



**IN WITNESS WHEREOF**, the said Ashcombe Farms West, a Planned Community, has caused this Declaration to be executed as of the day and year first above written.

Declarant:  
AFW Development, Inc.

By: Joseph G. Nadu, (SEAL)  
Joseph G. Nadu, President

**ACKNOWLEDGMENT**

The undersigned, being a duly authorized official on behalf of Dover Township, York County, Pennsylvania, executes this Acknowledgment for the purpose of confirming that Township accepts the provisions of Section 3.5, Section 3.12, Section 8.13, Section 8.14 and Section 8.15, and agrees to be bound by the terms and conditions thereof. This Acknowledgment executed this 8<sup>TH</sup> day of OCTOBER, 2004.

Dover Township

By: Madelyn Shermeyer  
(Vice) Ch<sup>r</sup>man  
Board of Supervisors

ATTEST:

[Signature]  
Township Secretary Mauro

COMMONWEALTH OF PENNSYLVANIA

: 55.

COUNTY OF LANCASTER

On this, the 22 day of September, 2004, before me, the undersigned officer, personally appeared JOSEPH G. NADU, who **acknowledged himself** to be the President of Ashcombe Farms West, a Planned Community, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Leah P. Young  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Leah P. Young, Notary Public  
East Hempfield Twp., Lancaster County  
My Commission Expires Mar. 26, 2008  
Member, Pennsylvania Association Of Notaries



COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF YORK :

On this, the 8<sup>TH</sup> day of OCTOBER, 2004, before me, a notary public, the undersigned officer, personally appeared MADELYN SHERMEYER, (Vice) Chairman, Board of Supervisors, Dover Township, known or satisfactorily proven to be the person whose name is subscribed to the foregoing Acknowledgment and acknowledged that ~~he~~/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Dawn D. Slegel  
Notary Public

Notarial Seal  
Dawn D. Slegel, Notary Public  
Dover Twp., York County  
My Commission Expires Dec 31, 2006  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :  
 : ss.  
 COUNTY OF YORK :

Recorded in the office for the recording of Deeds in and for York County, Pennsylvania in Record Book \_\_\_\_\_, Page \_\_\_\_\_.

Witness by hand and seal of said office this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_ Recorder

Return to: Robert M. Walker, Esquire  
 Johnson, Duffie, Stewart & Weidner  
 P.O. Box 109  
 Lemoyne, PA 17043-0109

:228638



# EXHIBIT A

## LEGAL DESCRIPTION OF THE PLANNED COMMUNITY (PHASE I)

BOUN 1'-,---

Asbcombe Farms West  
Legal Description of the Planned Community (phase I)!

682

8737

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point on the southeasterly right-of-way line of Palomino Road, said point being the northwesterly corner of Phase 1, thence, along the southeasterly right-of-way line of Palomino Road N 41°54'39" E a distance of 121.63' to a point; thence, along the same N 42°21'50" E a distance of 949.72' to a point; thence, along the lands now or formerly of Country Square Partnership S 50°21'39" E a distance of 261.32' to a point; thence, along the southerly right-of-way line of Ashcombe Drive on a curve to the right having a radius of 183.00', an arc length of 182.32', on a chord bearing of N 55°32'31" E and a chord distance of 174.81' to a point; thence, along the same on a curve to the left having a radius of 225.00', an arc length of 72.51', on a chord bearing of N 74°50'38" E and a chord distance of 72.25' to a point; thence, along the westerly right-of-way line of Deerfield Drive on a curve to the right having a radius of 24.00', an arc length of 32.95', on a chord bearing of S 75°04'13" E and a chord distance of 30.42' to a point; thence, along the lands now or formerly of Country Square Partnership S 39°38'21" W a distance of 139.93' to a point; thence, along the same S 50°21'39" E a distance of 292.38' to a point; thence, along other lands of Ashcombe Farms West N 64°10'51" W a distance of 90.21' to a point; thence, along the same N 82°26'23" W a distance of 90.74' to a point; thence along the same S 73°01'58" W a distance of 83.02' to a point; thence, along the same S 10°03'50" E a distance of 109.66' to a point; thence, along the same S 13°05'42" E a distance of 50.01' to a point; thence, along the same S 02°41'50" E a distance of 118.11' to a point; thence, along the same S 19°58'53" W a distance of 105.86' to a point; thence, along the same N 61°29'03" W a distance of 110.00' to a point; thence, along the same N 57°18'29" W a distance of 50.16' to a point; thence, along the same N 62°27'27" W a distance of 114.66' to a point; thence, along the same N 02°27'49" E a distance of 70.56' to a point; thence, along the same N 20°22'40" W a distance of 32.68' to a point; thence along the same S 42°21'50" W a distance of 255.62' to a point; thence, along the same N 47°38'10" W a distance of 82.00' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 43.98', on a chord bearing of S 87°21'50" W and a chord distance of 39.60' to a point; thence, along the same N 47°38'10" W a distance of 50.00' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 43.98', on a chord bearing of N 02°38'10" W and a chord distance of 39.60' to a point; thence, along the same N 47°38'10" W a distance of 72.78' to a point; thence, along the same S 42°21'50" W a distance of 201.90' to a point; thence, along the same S 33°36'47" W a distance of 90.66' to a point; thence, along the same S 03°44'28" E a distance of 110.88' to a point; thence, along the same S 17°45'31" E a distance of 113.35' to a point; thence, along the same S 48°05'21" E a distance of 390.45' to a point; thence, along the same S 41°54'39" W a distance of 100.00' to a point; thence, along the lands now or formerly of Dover GFLP N 48°05'21" W a distance of 694.21' to a point and place of BEGINNING.

CONTAINING - 457,708 sq. ft. (10.51 acres)

Being all of the Planned Community (phase I) as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.J. Fisher and Associates, Inc.

## **EXHIBIT B**

**LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO.1**



Asbcombe Fanus West  
Legal Description of Additional Real Estate No.1

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point on the southerly right-of-way line of Sheppard Drive, said point being the southeasterly corner of Lot 1, thence, along Phase I S 47°38' 10" E a distance of 72.78' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 43.98', on a chord bearing of S 02°38' 10" E and a chord distance of 39.60' to a point; thence, along the same S 47°38' 10" E a distance of 50.00' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 43.98', on a chord bearing of N 87°21' 50" E and a chord distance of 39.60' to a point; thence, along the same S 47°38' 10" E a distance of 82.00' to a point; thence, along the same N 42°21' 50" E a distance of 255.62' to a point; thence, along the same S 20°22' 40" E a distance of 32.68' to a point; thence, along the same S 02°27' 49" W a distance of 70.56' to a point; thence, along the same S 62°27' 27" E a distance of 114.66' to a point; thence, along the same S 57°18' 29" E a distance of 50.16' to a point; thence, along Phase 6 on a curve to the left having a radius of 265.00', an arc length of 25.89', on a chord bearing of S 31°18' 52" W and a chord distance of 25.88' to a point; thence, along the same S 55°53' 13" E a distance of 113.26' to a point; thence, along the same S 42°21' 50" W a distance of 81.03' to a point; thence, along Phase 3 N 47°38' 10" W a distance of 109.34' to a point; thence, along the same S 42°21' 50" W a distance of 59.27' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 40.47', on a chord bearing of S 00°57' 15" W and a chord distance of 37.04' to a point; thence, along the same on a curve to the right having a radius of 375.00', an arc length of 15.58', on a chord bearing of S 39°15' 56" E and a chord distance of 15.58' to a point; thence along the same S 51°55' 29" W a distance of 160.00' to a point; thence, along the same S 31°23' 27" E a distance of 50.05' to a point; thence, along the same S 18°01' 08" E a distance of 50.07' to a point; thence, along the same S 04°39' 00" E a distance of 50.03' to a point; thence, along the same S 04°09' 38" W a distance of 69.95' to a point; thence, along the same N 82°39' 19" W a distance of 110.02' to a point; thence, along the same N 39°08' 53" W a distance of 50.77' to a point; thence, along the same on a curve to the right having a radius of 55.00', an arc length of 21.90', on a chord bearing of S 74°00' 02" W and a chord distance of 21.75' to a point; thence, along the same S 39°08' 53" E a distance of 45.98' to a point; thence along the same S 41°54' 39" W a distance of 100.00' to a point; thence, along Phase I N 48°05' 21" W a distance of 390.45' to a point; thence along the same N 17°45' 31" W a distance of 113.35' to a point; thence along the same N 03°44' 28" W a distance of 110.88' to a point; thence, along the same N 33°36' 47" E a distance of 90.66' to a point; thence, along the same N 42°21' 50" E a distance of 201.90' to a point and place of BEGINNING.

CONTAINING - 295,686 sq. ft. (6.79 acres)

Being all of Additional Real Estate No. I as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.I. Fisher and Associates, Inc.

BOOK

PAGE

1682

8740

## **EXHIBIT C**

**LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO.2**

Ashcombe Farms West  
Legal Description of Additional Real Estate No.2

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3, 4 and 5, point being the northwesterly most corner of Phase 4 and the southwesterly most corner of Phase 5, thence, along Phase 4 on a curve to the right having a radius of 425.00', an arc length of 62.22', on a chord bearing of S 33°28'54" W and a chord distance of 62.16' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 37.82', on a chord bearing of S 01°00'59" E and a chord distance of 35.01' to a point; thence, along the same S **32°38'09"** W a distance of 53.26' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 49.15', on a chord bearing of N 84°41'41" W and a chord distance of 43.08' to a point; thence, along the same S 45°01'23" W a distance of 76.34' to a point; thence, along the same on a curve to the left having a radius of 675.00', an arc length of 214.97', on a chord bearing of S 35°53'57" W and a chord distance of 214.07' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 46.73', on a chord bearing of S **21°02'10"** E and a chord distance of 41.49' to a point; thence, along the same S 22°57'07" W a distance of 50.02' to a point; thence, along Phase 6 on a curve to the left having a radius of 28.00', an arc length of 46.39', on a chord bearing of S 64°05'11" W and a chord distance of 41.26' to a point; thence, along the same S 16°37'14" W a distance of 169.08' to a point; thence, along the lands now or formerly of Ashcombe Products Company N 50°48'54" W a distance of 74.92' to a point; thence, along the same on a curve to the right having a radius of 50.00', an arc length of 119.10', on a chord bearing of N 17°25'37" E and a chord distance of 92.88' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 34.22', on a chord bearing of N **50°39'31"** E and a chord distance of 32.13' to a point; thence, along the same on a curve to the left having a radius of 725.00', an arc length of 7.18', on a chord bearing of N 15°55'58" E and a chord distance of 7.18' to a point; thence, along the same N 65°32'25" W a distance of 95.78' to a point; thence, along the same N 50°48'54" W a distance of 43.10' to a point; thence, along the same N 45°14'02" W a distance of 221.69' to a point; thence along the lands now or formerly of Dover GFLP N **41°02'57"** E a distance of 436.00' to a point; thence, along Phase 2 N 41°54'39" E a distance of 200.00' to a point; thence, along the same N 39°08'53" W a distance of 45.98' to a point; thence, along the same on a curve to the left having a radius of 55.00', an arc length of 21.90', on a chord bearing of N **74°00'02"** E and a chord distance of 21.75' to a point; thence, along the same S **39°08'53"** E a distance of 50.77' to a point; thence, along the same S 82°39'19" E a distance of 110.02' to a point; thence, along the same N 04°09'38" E a distance of 69.95' to a point; thence, along the same N 04°39'00" W a distance of 50.03' to a point; thence, along the same N **18°01'08"** W a distance of 50.07' to a point; thence, along the same N 31°23'27" W a distance of 50.05' to a point; thence, along the same N 51°55'29" E a distance of 160.00' to a point; thence, along the same on a curve to the left having a radius of 375.00', an arc length of 15.58', on a chord bearing of N 39°15'56" W and a chord distance of 15.58' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 40.47', on a chord bearing of N 00°57'15" E and a chord distance of 37.04' to a point; thence, along the same N **42°21'50"** E a distance of 59.27' to a point; thence, along the same S 47°38'10" E a distance of 119.34' to a point; thence, along Phase 6 S 29°06'51" E a distance of 78.49' to a point; thence, along the same S 16°30'57" E a distance of 78.73' to a point; thence, along the same S 07°12'19" E a distance of 78.73' to a point; thence, along the same S **00°05'15"** E a



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distance of 57.38' to a point; thence along Phase 5 S 53°50'48" W a distance of 30.07' to a point; thence along the same N 85°50'22" W a distance of 88.00' to a point; thence, along the same S 04°09'38" W a distance of 83.86' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 40.80', on a chord bearing of S 37°35'17" E and a chord distance of 37.29' to a point; thence, along the same S 10°40'01" W a distance of 50.00' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 40.70', on a chord bearing of S 59°01'21" W and a chord distance of 37.21' to a point; thence, along the same on a curve to the right having a radius of 425.00', an arc length of 88.31', on a chord bearing of S 23°20'06" W and a chord distance of 88.15' to a point and place of BEGINNING.

CONTAINING - 358,426 sq. ft. (8.23 acres)

Being all of Additional Real Estate No.2 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.J. Fisher and Associates, Inc.

## EXHIBIT D

### LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO.3





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**Legal Description of Additional Real Estate No.3**

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3, 4 and 5, point being the northwesterly most corner of Phase 4 and the southwesterly most corner of Phase 5, thence, along Phase 5 S 70°39'24" E a distance of 120.78' to a point; thence, along Phase 6 S 33°19'53" W a distance of 26.28' to a point; thence, along the same S 24°47'11" E a distance of 115.08' to a point; thence, along the same S 02°10'56" E a distance of 72.19' to a point; thence, along the same S 10°18'35" W a distance of 104.00' to a point; thence, along the same S 21°41'08" W a distance of 76.27' to a point; thence, along the same S 32°53'25" W a distance of 77.97' to a point; thence, along the same S 56°56'09" W a distance of 177046' to a point; thence, along the same S 83°34'08" W a distance of 69.37' to a point; thence, along the same S 87°48'19" W a distance of 94.97' to a point; thence, along the same N 50°48'54" W a distance of 35 A/' to a point; thence, along the same N 02°11'41" W a distance of 121.00' to a point; thence, along the same on a curve to the right having a radius of 225.00', an arc length of 6.59', on a chord bearing of N 69°17'14" W and a chord distance of 6.59' to a point; thence, along Phase 3 N 22°57'07" E a distance of 50.02' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 46.73', on a chord bearing of N 21°02'10" W and a chord distance of 41.49' to a point; thence, along the same on a curve to the right having a radius of 675.00', an arc length of 214.97', on a chord bearing of N 35°53'57" E and a chord distance of 214.07' to a point; thence, along the same N 45°01'23" E a distance of 76.34' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 49.15', on a chord bearing of S 84°41'41" E and a chord distance of 43.08' to a point; thence, along the same N 32°38'09" E a distance of 53.26' to a point; thence along the same on a curve to the right having a radius of 28.00', an arc length of 37.82', on a chord bearing of N 01°00'59" W and a chord distance of 35.01' to a point; thence, along the same on a curve to the left having a radius of 425.00', an arc length of 62.22', on a chord bearing of N 33°28'54" E and a chord distance of 62.16' to a point and place of BEGINNING.

CONTAINING - 169,173 sq. ft. (3.88 acres)

Being all of Additional Real Estate No.3 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.I. Fisher and Associates, Inc.



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## EXHIBIT E

LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO.4

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**Legal Description of Additional Real Estate No.4**

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3, 4 and 5, point being the northwesterly most corner of Phase 4 and along the easterly side of Phase 3, thence, along Phase 3 on a curve to the left having a radius of 425.00', an arc length of 88.31', on a chord bearing of N 23°20'06" E and a chord distance of 88.15' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 40.70', on a chord bearing of N 59°01'21" E and a chord distance of 37.21' to a point; thence, along the same N 10°40'01" E a distance of 50.00' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 40.80' on a chord bearing of N 37°35'17" W and a chord distance of 37.29' to a point; thence, along the same N 04°09'38" E a distance of 83.86' to a point; thence along the same S 85°50'22" E a distance of 88.00' to a point; thence, along the same N 53°50'48" E a distance of 104.05' to a point; thence along phase 6 N 02°37'58" E a distance of 60.00' to a point; thence, along the same N 03°44'27" E a distance of 70.55' to a point; thence, along the same N 09°46'30" E a distance of 75.00' to a point; thence, along the same S 76°50'22" E a distance of 160.00' to a point; thence, along the same N 14°12'35" E a distance of 17.40' to a point; thence along the same S 74°44'27" E a distance of 123.67' to a point; thence, along the same S 09°36'20" W a distance of 58.99' to a point; thence, along the same S 02°37'58" W a distance of 63.49' to a point; thence, along the same S 03°17'14" W a distance of 78.78' to a point; thence, along the same S 16°50'50" W a distance of 92.61' to a point; thence, along the same S 32°24'38" W a distance of 91.51' to a point; thence, along the same S 39°44'09" W a distance of 92.31' to a point; thence, along the same S 60°13'07" W a distance of 93.06' to a point; thence, along the same S 75°29'51" W a distance of 93.03' to a point; thence, along the same S 88°12'40" W a distance of 93.71' to a point; thence, along Phase 4 N 70°39'24" W a distance of 120.78' to a point and place of BEGINNING.

CONTAINING - 181,245 sq. ft. (4.16 acres)

Being all of Additional Real Estate No.4 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.J. Fisher and Associates, Inc.



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## EXHIBIT F

LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO.5

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3, 5 and 6, point being the northeasterly most corner of Phase 3 and along the westerly side of Phase 5, thence, along Phase 3 N 00°05'15" W a distance of 57.38' to a point; thence, along the same N 07°12'19" W a distance of 78.73' to a point; thence, along the same N 16°30'57" W a distance of 78.73' to a point; thence, along the same N 29°06'51" W a distance of 78.49' to a point; thence, along the same N 47°38'10" W a distance of 10.00' to a point; thence, along Phase 2 N 42°21'50" E a distance of 81.03' to a point; thence, along the same N 55°53'13" W a distance of 113.26' to a point; thence, along the same on a curve to the left having a radius of 265.00', an arc length of 25.89', on a chord bearing of N 31°18'52" E and a chord distance of 25.88' to a point; thence, along Phase I S 61°29'03" E a distance of 110.00' to a point; thence, along the same N 19°58'53" E a distance of 105.86' to a point; thence, along the same N 02°47'50" W a distance of 118.17' to a point; thence, along the same N 13°05'42" W a distance of 50.07' to a point; thence, along the same N 10°03'50" W a distance of 109.66' to a point; thence, along the same N 73°07'58" E a distance of 83.02' to a point; thence, along the same S 82°26'23" E a distance of 90.74' to a point; thence, along the same S 64°10'51" E a distance of 90.21' to a point; thence, along the lands now or formerly of Country Square Partnership S 50°21'39" E a distance of 220.66' to a point; thence, along the lands now or formerly of Scott Hess S 44°40'48" W a distance of 100.39' to a point; thence, along the same S 43°36'14" E a distance of 682.20' to a point; thence, along the lands now or formerly of Charles Hoffinan S 24°54'46" W a distance of 1092.91' to a point; thence, along Lot 133 same N 65°05'14" W a distance of 456.43' to a point; thence, along the lands now or formerly of Ashcombe products company S 56°56'09" W a distance of 318.60' to a point; thence, along the same N 50°48'54" W a distance of 244.82' to a point; thence, along phase 3 N 16°37'14" E a distance of 69.08' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 46.39', on a chord bearing of N 64°05'11" E and a chord distance of 41.26' to a point; thence, along Phase 4 on a curve to the left having a radius of 225.00', an arc length of 6.59', on a chord bearing of S 69°17'14" E and a chord distance of 6.59' to a point; thence, along the same S 02°11'41" E a distance of 121.00' to a point; thence, along the same S 50°48'54" E a distance of 35.41' to a point; thence, along the same N 87°48'19" E a distance of 94.97' to a point; thence, along the same N 83°34'08" E a distance of 69.37' to a point; thence, along the same N 56°56'09" E a distance of 177.46' to a point; thence, along the same N 32°53'25" E a distance of 77.97' to a point; thence, along the same N 21°41'08" E a distance of 76.27' to a point; thence, along the same N 10°18'35" E a distance of 104.00' to a point; thence, along the same N 02°10'56" W a distance of 72.19' to a point; thence, along the same N 24°47'11" W a distance of 115.08' to a point; thence, along the same N 33°19'53" E a distance of 26.28' to a point; thence, along phase 5 N 88°12'40" E a distance of 93.71' to a point; thence, along the same N 75°29'51" E a distance of 93.06' to a point; thence, along the same N 60°13'07" E a distance of 93.06' to a point; thence, along the same N 39°44'09" E a distance of 92.31' to a point; thence, along the same N 32°24'38" E a distance of 91.51' to a point; thence, along the same N 16°50'50" E a distance of 92.61' to a point; thence, along the same N 03°17'14" E a distance of 78.78' to a point; thence, along the same N 02°37'58" E a distance of 63.49' to a point; thence, along the same N 09°36'20" E a distance of 58.99' to a point; thence, along the same N 74°44'27" W a distance of 123.67' to a point; thence, along the same S 14°12'35" W

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a distance of 17.40' to a point; thence, along the same N 76°50'22" W a distance of 160.00' to a point; thence, along the same S 09°46'30" W a distance of 75.00' to a point; thence, along the same S 03°44'27" W a distance of 70.55' to a point; thence, along the same S 02°37'58" W a distance of 60.00' to a point; thence, along the same S 53°50'48" W a distance of 73.98' to a point and place of BEGINNING.

CONTAINING - 181,245 sq. ft. (4.16 acres)

Being all of Additional Real Estate No.5 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms **West**" by R.I. Fisher and Associates, Inc.

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## EXHIBIT G

LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO.1



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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point on the southerly right-of-way line of Sheppard Drive, said point being the southeasterly corner of Lot I, thence, along Phase I S **47°38'10"** E a distance of 72.78' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 43.98', on a chord bearing of S **02°38'10"** E and a chord distance of 39.60' to a point; thence, along the same S **47°38'10"** E a distance of 50.00' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 43.98', on a chord bearing of N **87°21'50"** E and a chord distance of 39.60' to a point; thence, along the same S **47°38'10"** E a distance of 82.00' to a point; thence, along the same N **42°21'50"** E a distance of 255.62' to a point; thence, along the same S **20°22'40"** E a distance of 32.68' to a point; thence, along the same S **02°27'49"** W a distance of 70.56' to a point; thence, along the same S **62°27'27"** E a distance of 114.66' to a point; thence, along the same S **57°18'29"** E a distance of 50.16' to a point; thence, along Phase 6 on a curve to the left having a radius of 265.00', an arc length of 25.89', on a chord bearing of S **31°18'52"** W and a chord distance of 25.88' to a point; thence, along the same S **55°53'13"** E a distance of 113.26' to a point; thence, along the same S **42°21'50"** W a distance of 81.03' to a point; thence, along Phase 3 N **47°38'10"** W a distance of 109.34' to a point; thence, along the same S **42°21'50"** W a distance of 59.27' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 40.47', on a chord bearing of S **00°57'15"** W and a chord distance of 37.04' to a point; thence, along the same on a curve to the right having a radius of 375.00', an arc length of 15.58', on a chord bearing of S **39°15'56"** E and a chord distance of 15.58' to a point; thence along the same S **51°55'29"** W a distance of 160.00' to a point; thence, along the same S **31°23'27"** E a distance of 50.05' to a point; thence, along the same S **18°01'08"** E a distance of 50.07' to a point; thence, along the same S **04°39'00"** E a distance of 50.03' to a point; thence, along the same S **04°09'38"** W a distance of 69.95' to a point; thence, along the same N **82°39'19"** W a distance of 110.02' to a point; thence, along the same N **39°08'53"** W a distance of 50.77' to a point; thence, along the same on a curve to the right having a radius of 55.00', an arc length of 21.90', on a chord bearing of S **74°00'02"** W and a chord distance of 21.75' to a point; thence, along the same S **39°08'53"** E a distance of 45.98' to a point; thence along the same S **41°54'39"** W a distance of 100.00' to a point; thence, along Phase I N **48°05'21"** W a distance of 390.45' to a point; thence along the same N **17°45'31"** W a distance of 113.35' to a point; thence along the same N **03°44'28"** W a distance of 110.88' to a point; thence, along the same N **33°36'47"** E a distance of 90.66' to a point; thence, along the same N **42°21'50"** E a distance of 201.90' to a point and place of BEGINNING.

CONTAINING - 295,686 sq. ft. (6.79 acres)

Being all of Convertible Real Estate No. 1 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by *R.I. Fisher and Associates, Inc.*

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## **EXHIBIT H**

**LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO.2**



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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3, 4 and 5, point being the northwesterly most corner of Phase 4 and the southwesterly most corner of Phase 5, thence, along Phase 4 on a curve to the right having a radius of 425.00', an arc length of 62.22', on a chord bearing of S **33°28'54"** W and a chord distance of 62.16' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 37.82', on a chord bearing of S 01°00'59" E and a chord distance of 35.01' to a point; thence, along the same S 32°38'09" W a distance of 53.26' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 49.15', on a chord bearing of N 84°41'41" W and a chord distance of 43.08' to a point; thence, along the same S 45°01'23" W a distance of 76.34' to a point; thence, along the same on a curve to the left having a radius of 675.00', an arc length of 214.97', on a chord bearing of S 35°53'57" W and a chord distance of 214.07' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 46.73', on a chord bearing of S 21°02'10" E and a chord distance of 41.49' to a point; thence, along the same S 22°57'07" W a distance of 50.02' to a point; thence, along Phase 6 on a curve to the left having a radius of 28.00', an arc length of 46.39', on a chord bearing of S 64°05'11" W and a chord distance of 41.26' to a point; thence, along the same S 16°37'14" W a distance of 169.08' to a point; thence, along the lands now or formerly of Ashcombe Products Company N 50°48'54" W a distance of 74.92' to a point; thence, along the same on a curve to the right having a radius of 50.00', an arc length of 119.10', on a chord bearing of N **17°25'37"** E and a chord distance of 92.88' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 34.22', on a chord bearing of N **50°39'31"** E and a chord distance of 32.13' to a point; thence, along the same on a curve to the left having a radius of 725.00', an arc length of 7.18', on a chord bearing of N 15°55'58" E and a chord distance of 7.18' to a point; thence, along the same N 65°32'25" W a distance of 95.78' to a point; thence, along the same N 50°48'54" W a distance of 43.10' to a point; thence, along the same N 45°14'02" W a distance of 221.69' to a point; thence along the lands now or formerly of Dover GFLP N **41°02'57"** E a distance of 436.00' to a point; thence, along Phase 2 N 41°54'39" E a distance of 200.00' to a point; thence, along the same N 39°08'53" W a distance of 45.98' to a point; thence, along the same on a curve to the left having a radius of 55.00', an arc length of 21.90', on a chord bearing of N 74°00'02" E and a chord distance of 21.75' to a point; thence, along the same S **39°08'53"** E a distance of 50.77' to a point; thence, along the same S 82°39'19" E a distance of 110.02' to a point; thence, along the same N 04°09'38" E a distance of 69.95' to a point; thence, along the same N 04°39'00" W a distance of 50.03' to a point; thence, along the same N **18°01'08"** W a distance of 50.07' to a point; thence, along the same N **31°23'27"** W a distance of 50.05' to a point; thence, along the same N 51°55'29" E a distance of 160.00' to a point; thence, along the same on a curve to the left having a radius of 375.00', an arc length of 15.58', on a chord bearing of N 39°15'56" W and a chord distance of 15.58' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 40.47', on a chord bearing of N 00°57'15" E and a chord distance of 37.04' to a point; thence, along the same N **42°21'50"** E a distance of 59.27' to a point; thence, along the same S 47°38'10" E a distance of 119.34' to a point; thence, along Phase 6 S 29°06'51" E a distance of 78.49' to a point; thence, along the same S 16°30'57" E a distance of 78.73' to a point; thence, along the same S 07°12'19" E a distance of 78.73' to a point; thence, along the same S **00°05'15"** E a



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distance of 57.38' to a point; thence along Phase 5 S 53°50'48" W a distance of 30.07' to a point; thence along the same N 85°50'22" W a distance of 88.00' to a point; thence, along the same S 04°09'38" W a distance of 83.86' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 40.80', on a chord bearing of S 37°35' 17" E and a chord distance of 37.29' to a point; thence, along the same S 10°40'01" W a distance of 50.00' to a point; thence, along the same on a curve to the left having a radius of 28.00', an arc length of 40.70', on a chord bearing of S 59°01'21" W and a chord distance of 37.21' to a point; thence, along the same on a curve to the right having a radius of 425.00', an arc length of 88.31', on a chord bearing of S 23°20'06" W and a chord distance of 88.15' to a point and place of BEGINNING.

CONTAINING - 358,426 sq. ft. (8.23 acres)

Being all of Convertible Real Estate No. 2 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.I. Fisher and Associates, Inc.

# EXHIBIT I

## LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO.3

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3,4 and 5, point being the northwesterly most corner of Phase 4 and the southwesterly most corner of Phase 5, thence, along Phase 5 S 70°39'24" E a distance of 120.78' to a point; thence, along Phase 6 S 33°19'53" W a distance of 26.28' to a point; thence, along the same S 24°47'11" E a distance of 115.08' to a point; thence, along the same S 02°10'56" E a distance of 72.19' to a point; thence, along the same S 10°18'35" W a distance of 104.00' to a point; thence, along the same S 21°41'08" W a distance of 76.27' to a point; thence, along the same S 32°53'25" W a distance of 77.97' to a point; thence, along the same S 56°56'09" W a distance of 177.46' to a point; thence, along the same S 83°34'08" W a distance of 69.37' to a point; thence, along the same S 87°48'19" W a distance of 94.97' to a point; thence, along the same N 50°48'54" W a distance of 35.41' to a point; thence, along the same N 02°11'41" W a distance of 121.00' to a point; thence, along the same on a curve to the right having a radius of 225.00', an arc length of 6.59', on a chord bearing of N 69°17'14" W and a chord distance of 6.59' to a point; thence, along Phase 3 N 22°57'07" E a distance of 50.02' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 46.73', on a chord bearing of N 21°02'10" W and a chord distance of 41.49' to a point; thence, along the same on a curve to the right having a radius of 675.00', an arc length of 214.97', on a chord bearing of N 35°53'57" E and a chord distance of 214.07' to a point; thence, along the same N 45°01'23" E a distance of 76.34' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 49.15', on a chord bearing of S 84°41'41" E and a chord distance of 43.08' to a point; thence, along the same N 32°38'09" E a distance of 53.26' to a point; thence along the same on a curve to the right having a radius of 28.00', an arc length of 37.82', on a chord bearing of N 01°00'59" W and a chord distance of 35.01' to a point; thence, along the same on a curve to the left having a radius of 425.00', an arc length of 62.22', on a chord bearing of N 33°28'54" E and a chord distance of 62.16' to a point and place of BEGINNING.

CONTAINING - 169,173 sq. ft. (3.88 acres)

Being all of Convertible Real Estate No. 3 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.J. Fisher and Associates, Inc.

## EXHIBIT J

### LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO.4

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3, 4 and 5, point being the northwesterly most corner of Phase 4 and along the easterly side of Phase 3, thence, along Phase 3 on a curve to the left having a radius of 425.00', an arc length of 88.31', on a chord bearing of N **23°20'06"** E and a chord distance of 88.15' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 40.70', on a chord bearing of N 59°01'21" E and a chord distance of 37.21' to a point; thence, along the same N 10°40'01" E a distance of 50.00' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 40.80' on a chord bearing of N 37°35'17" W and a chord distance of 37.29' to a point; thence, along the same N **04°09'38"** E a distance of 83.86' to a point; thence along the same S 85°50'22" E a distance of 88.00' to a point; thence, along the same N 53°50'48" E a distance of 104.05' to a point; thence along phase 6 N 02°37'58" E a distance of 60.00' to a point; thence, along the same N 03°44'27" E a distance of 70.55' to a point; thence, along the same N 09°46'30" E a distance of 75.00' to a point; thence, along the same S 76°50'22" E a distance of 160.00' to a point; thence, along the same N 14°12'35" E a distance of 17.40' to a point; thence along the same S 74°44'27" E a distance of 123.67' to a point; thence, along the same S 09°36'20" W a distance of 58.99' to a point; thence, along the same S 02°37'58" W a distance of 63.49' to a point; thence, along the same S 03°17'14" W a distance of 78.78' to a point; thence, along the same S 16°50'50" W a distance of 92.61' to a point; thence, along the same S **32°24'38"** W a distance of 91.51' to a point; thence, along the same S 39°44'09" W a distance of 92.31' to a point; thence, along the same S 60°13'07" W a distance of 93.06' to a point; thence, along the same S **75°29'51"** W a distance of 93.03' to a point; thence, along the same S 88°12'40" W a distance of 93.71' to a point; thence, along Phase 4 N 70°39'24" W a distance of 120.78' to a point and place of BEGINNING.

CONTAINING - 181,245 sq. ft. (4.16 acres)

Being all of Convertible Real Estate No. 4 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.J. Fisher and Associates, Inc.

# EXHIBIT K

## LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO.5

Ashcombe Farms West  
Legal Description of Convertible Real Estate No.5

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point being the intersection of Phases 3, 5 and 6, point being the northeasterly most corner of Phase 3 and along the westerly side of Phase 5, thence, along Phase 3 N 00°05'15" W a distance of 57.38' to a point; thence, along the same N 07°12'19" W a distance of 78.73' to a point; thence, along the same N 16°30'57" W a distance of 78.73' to a point; thence, along the same N 29°06'51" W a distance of 78.49' to a point; thence, along the same N 47°38'10" W a distance of 10.00' to a point; thence, along Phase 2 N 42°21'50" E a distance of 81.03' to a point; thence, along the same N 55°53'13" W a distance of 13.26' to a point; thence, along the same on a curve to the left having a radius of 265.00', an arc length of 25.89', on a chord bearing of N 31°18'52" E and a chord distance of 25.88' to a point; thence, along Phase I S 61°29'03" E a distance of 110.00' to a point; thence, along the same N 19°58'53" E a distance of 105.86' to a point; thence, along the same N 02°47'50" W a distance of 118.17' to a point; thence, along the same N 13°05'42" W a distance of 50.07' to a point; thence, along the same N 10°03'50" W a distance of 109.66' to a point; thence, along the same N 73°07'58" E a distance of 83.02' to a point; thence, along the same S 82°26'23" E a distance of 90.74' to a point; thence, along the same S 64°10'51" E a distance of 90.21' to a point; thence, along the lands now or formerly of Country Square Partnership S 50°21'39" E a distance of 220.66' to a point; thence, along the lands now or formerly of Scott Hess S 44°40'48" W a distance of 100.39' to a point; thence, along the same S 43°36'14" E a distance of 682.20' to a point; thence, along the lands now or formerly of Charles Hoffman S 24°54'46" W a distance of 1092.91' to a point; thence, along Lot 133 same N 65°05'14" W a distance of 456.43' to a point; thence, along the lands now or formerly of Ashcombe products company S 56°56'09" W a distance of 318.60' to a point; thence, along the same N 50°48'54" W a distance of 244.82' to a point; thence, along phase 3 N 16°37'14" E a distance of 69.08' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 46.39', on a chord bearing of N 64°05'11" E and a chord distance of 41.26' to a point; thence, along Phase 4 on a curve to the left having a radius of 225.00', an arc length of 6.59', on a chord bearing of S 69°17'14" E and a chord distance of 6.59' to a point; thence, along the same S 02°11'41" E a distance of 121.00' to a point; thence, along the same S 50°48'54" E a distance of 35.41' to a point; thence, along the same N 87°48'19" E a distance of 94.97' to a point; thence, along the same N 83°34'08" E a distance of 69.37' to a point; thence, along the same N 56°56'09" E a distance of 177.46' to a point; thence, along the same N 32°53'25" E a distance of 77.97' to a point; thence, along the same N 21°41'08" E a distance of 76.27' to a point; thence, along the same N 10°18'35" E a distance of 104.00' to a point; thence, along the same N 02°10'56" W a distance of 72.19' to a point; thence, along the same N 24°47'11" W a distance of 115.08' to a point; thence, along the same N 33°19'53" E a distance of 26.28' to a point; thence, along phase 5 N 88°12'40" E a distance of 93.71' to a point; thence, along the same N 75°29'51" E a distance of 93.06' to a point; thence, along the same N 60°13'07" E a distance of 93.06' to a point; thence, along the same N 39°44'09" E a distance of 92.31' to a point; thence, along the same N 32°24'38" E a distance of 91.51' to a point; thence, along the same N 16°50'50" E a distance of 92.61' to a point; thence, along the same N 03°17'14" E a distance of 78.78' to a point; thence, along the same N 02°37'58" E a distance of 63.49' to a point; thence, along the same N 09°36'20" E a distance of 58.99' to a point; thence, along the same N 74°44'21" W a distance of 123.67' to a point; thence, along the same S 14°12'35" W

Ashcombe Fanns West  
Legal Description of Convertible Real Estate No. 5

a distance of 17.40' to a point; thence, along the same N 76°50'22" W a distance of 160.00' to a point; thence, along the same S 09°46'30" W a distance of 75.00' to a point; thence, along the same S 03°44'27" W a distance of 70.55' to a point; thence, along the same S 02°37'58" W a distance of 60.00' to a point; thence, along the same S 53°50'48" W a distance of 73.98' to a point and place of BEGINNING.

CONTAINING - 181,245 sq. ft. (4.16 acres)

Being all of Convertible Real Estate No. 5 as shown on an unrecorded plan entitled "Preliminary Subdivision Plan for Ashcombe Farms West" by R.J. Fisher and Associates, Inc.



## EXHIBIT L

PLANS SHOWING HORIZONTAL LOT BOUNDARIES, IDENTIFYING  
NUMBERS AND LEGAL DESCRIPTIONS OF LOT NO. 89  
THROUGH LOT NO. 107, LOT NO.113 AND LOT NO. 114

Ashcombe Farms West - Phase 1  
Lot #90

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Ashcombe Drive, said point being the northwesterly comer of Lot 89; thence; along the eastern right-of-way line of Ashcombe Drive N 28°16'02" W a distance of 35.87' to a point; thence along the same on a curve to the right having a radius of 183.00', an arc length of 39.87', on a chord bearing of N 22°01'33" W and a chord distance of 39.79' to a point; thence, along lot 91 N 71°56'21" E a distance of 125.65' to a point; thence, along lot OS-5 S 19°19'42" E a distance of 67.02' to a point; thence, along Lot R S 10°03'50" E a distance of 8.08' to a point; thence, along Lot 89 S 71°56'21" W a distance of 116.91' to a point and place of BEGINNING.

CONTAINING 9,246 sq. ft. (0.21 acres)

Being: Lot 90 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Fanus West – Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms **West** - Phase 1  
Lot #89

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Ashcombe Drive, said point being the southwesterly comer of Lot 90; thence; along Lot 90 N 71°56'21" E a distance of 116.91' to a point; thence, along Lot R S 10°03'50" E a distance of 101.58' to a point on the northern right-of-way line of Lyn Circle; thence along the northern right-of-way line of Lyn Circle S 79°56'10" W a distance of 70.29' to a point; thence along the same on a curve to the right having a radius of 28.00', an arc length of 38.89', on a chord bearing of N 60°16'29" W and a chord distance of 35.84' to a point; thence, along the easterly right-of-way line of Ashcombe Drive on a curve to the left having a radius of 265.00', an arc length of 35.99', on a chord bearing of N 24°22'35" W and a chord distance of 35.96' to a point; thence, along the same N 28°16'02" W a distance of 28.98' to a point and place of BEGINNING.

CONTAINING 9,640 sq. ft. (0.22 acres)

Being: Lot 89 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Fanus West – Phase I" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West -- Phase 1  
**Lot #91**

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Ashcombe Drive, said point being the northwesterly corner of Lot 90; thence; along the eastern right-of-way line of Ashcombe Drive on a curve to the right having a radius of 183.00', an arc length of 94.10', on a chord bearing of N 01°03'12" W and a chord distance of 93.07' to a point; thence, along lot 92 S 76°19'21" E a distance of 115.00' to a point; thence, along lot OS-5 S 19°19'42" E a distance of 28.51' to a point; thence, along Lot 90 S 71°56'21" W a distance of 125.65' to a point and place of BEGINNING.

CONTAINING 7,341 sq. ft. (0.17 acres)

Being: Lot 91 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 1  
**Lot #92**

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Ashcombe Drive, said point being the northwesterly corner of Lot 91; thence; along the eastern right-of-way line of Ashcombe Drive on a curve to the right having a radius of 183.00', an arc length of 96.10', on a chord bearing of N 28°43'18" E and a chord distance of 95.00' to a point; thence, along lot OS-5 S 46°14'03" E a distance of 115.00' to a point; thence, along the same S 28°43'18" W a distance of 35.30' to a point; thence, along Lot 91 N 76°19'21" W a distance of 115.00' to a point and place of BEGINNING.

CONTAINING 7,634 sq. ft. (0.18 acres)

Being: Lot 92 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West -- Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West -- Phase 1  
Lot #93

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Ashcombe Drive, said point being the southeasterly corner of Lot 94; thence; along Lot 94 N 47°38'10" W a distance of 139.35' to a point; thence, along Lot OS-I N 42°21'50" E a distance of 66.46" to a point; thence, along the lands now or formerly of Country Square Partnership S 50°21'39" E a distance of 110.23' to a point; thence along the southwesterly right-of-way line of Ashcombe Drive on a curve to the left having a radius of 233.00', an arc length of 77.79', on a chord bearing of S 20°10'44" W and a chord distance of 77.43' to a point and place of BEGINNING.

CONTAINING - 8,487 sq. ft. (0.19 acres)

Being: Lot 93 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West -- Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West -- Phase 1  
Lot #94

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Ashcombe Drive, said point being the southeasterly corner of Lot 93; thence, along said southwesterly right-of-way line of Ashcombe Drive on a curve to the left having a radius of 233.00', an arc length of 42.82', on a chord bearing of S 05°20'58" W and a chord distance of 42.76' to a point of reverse curvature; thence, along a curve to right connecting the southwesterly line of Ashcombe Drive and the northwesterly right-of-way line of Wheatly Street, said curve having a radius of 29.00', an arc length of 34.69', on a chord bearing of S 34°21'04" W and a chord distance of 32.66' to a point; thence, along Lot 95 N 47°38'10" W a distance of 169.64' to a point; thence, along Lot OS-I N 42°21'50" E a distance of 66.48' to a point; thence, along Lot 93 S 47°38'10" E a distance of 139.35' to the point and place of BEGINNING.

CONTAINING - 10,693 sq. ft. (0.25 acres)

Being: Lot 94 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West -- Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Wheatly Street, said point being the northeasterly corner of Lot 96; thence, along said Lot 96 N 47°38'10" W a distance of 134.82 to a point; thence, along Lot OS-I N 42°21'50" E a distance of 66.48' to a point; thence, along Lot 94 S 47°38'10" E a distance of 169.64 to a point; thence, along a curve to right connecting the southwesterly right-of-way line of Ashcombe Drive and the northwesterly right-of-way line of Wheatly Street, said curve having a radius of 29.00', an arc length of 3.82', on a chord bearing of S 72°23'40" W and a chord distance of 3.82' to a point of reverse curvature; thence, along the northwesterly right-of-way line of Wheatly Street on a curve to the left having a radius of 325.00', an arc length of 71.37', on a chord bearing of S 69°52'48" W and a chord distance of 71.23' to the point and place of BEGINNING.

CONTAINING - 10,022 sq. ft. (0.23 acres)

Being: Lot 95 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Wheatly Street, said point being the northeasterly corner of Lot 97; thence, along said Lot 97 N 47°38'10" W a distance of 116.83 to a point; thence, along Lot OS-1 N 42°21'50" E a distance of 66.48' to a point; thence, along Lot 95 S 47°38'10" E a distance of 134.82 to a point; thence, along the northwesterly right-of-way line of Wheatly Street on a curve to the left, said curve having a radius of 325.00', an arc length of 69.00', on a chord bearing of S 57°30'23" W and a chord distance of 68.87' to the point and place of BEGINNING.

CONTAINING - 8,281 sq. ft. (0.19 acres)

Being: Lot 96 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe **Farms** West - Phase 1  
Lot #97

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Wheatly Street, said point being the northeasterly comer of Lot 98; thence, along said Lot 98 N 47°38'10" W a distance of 112.78 to a point; thence, along Lot 100 and Lot OS-1 N 42°21'50" E a distance of 66.48' to a point; thence, along Lot 96 S 47°38'10" E a distance of 116.83 to a point; thence, along the northwesterly right-of-way line of Wheatly Street on a curve to the left, said curve having a **radius** of 325.00', an arc length of 51.39', on a chord bearing of S 46°53'38" W and a chord distance of 51.34' to a point; thence, along the northwesterly right-of-way line of Wheatly Street S 42°21'50" W a distance of 15.30 to the point and place of BEGINNING.

CONTAINING -7,566 sq. ft. (0.17 acres)

Being: Lot 97 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe **Farms** West - Phase 1  
Lot #98

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Wheatly Street, said point being the northeasterly comer of Lot 99; thence, along said Lot 99 N 47°38'10" W a distance of 112.78 to a point; thence, along Lot 100 N 42°21'50" E a distance of 75.00' to a point; thence, along Lot 97 S 47°38'10" E a distance of 112.78 to a point; thence, along the northwesterly right-of-way line of Wheatly Street S 42°21'50" W a distance of 75.00' to the point and place of BEGINNING.

CONTAINING - 8,458 sq. ft. (0.19 acres)

Being: Lot 98 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West – Phase 1  
Lot #99

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1682 8773

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly **bounded** and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Sheppard Drive, said point being the southeasterly corner of Lot 100; thence, along said Lot 100 N 42°21'50" E a distance of 91.48' to a point; thence, along Lot 98 S 47°38'10" E a distance of 112.78 to a point; thence, along the northwesterly right-of-way line of Wheatly Street S 42°21'50" W a distance of 63.48' to a point of curvature; thence, on curve to the right connecting the northwesterly right-of-way line of Wheatly Street with the northeasterly right-of-way line of Sheppard Drive to the right, said curve having a radius of 28.00', an arc length of 43.98', on a chord bearing of S 87°21'50" W and a chord distance of 39.60' to a point; thence, along the northeasterly right-of-way line of Sheppard Drive N 47°38'10" W a distance of 84.78 to the point and place of BEGINNING.

CONTAINING - 10,149 sq. ft. (0.23 acres)

Being: Lot 99 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 1  
Lot #100

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Palomino Road, said point being the following two courses from the point of intersection of the northeasterly line of lands of Dover GFLP, as shown on a plan entitled "Final Subdivision and Land Development Plan for Dover GFLP" and recorded in York County as Plan book QQ, Page 979, and said southeasterly right-of-way line of Palomino Road, a) along said right-of-way line N 41°54'39" E a distance of 121.63' to a point; b) still along the same N 42°21'50" E a distance of 483.62'; thence, still along the same N 42°21'50" E a distance of 152.00' to a point; thence, S 47°38'10" E a distance of 100.00' to a point; thence, S 42°21'50" W a distance of 180.00' to a point; thence, N 47°38'10" W a distance of 72.00' to a point of curvature; thence, on a curve to the right having a radius of 28.00', an arc length of 43.98', said curve has a chord bearing of N 02°38'10" W and a chord distance of 39.60' to the point and place of BEGINNING.

CONTAINING - 17,832 sq. ft. (0.41 acres)

Being: Lot 100 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phase I" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



Asbcombe Farms West - Phase 1  
Lot #101

BOOK 1682 PAGE 8115

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Wheatly Street, said point being the southwesterly corner of Lot 102; thence along Lot 102 S 47°38'10" E a distance of 110.00' to a point; thence, along Lot R S 42°21'50" W a distance of 90.00' to a point; thence, along the northerly right-of-way line of Sheppard Drive N 47°38'10" W a distance of 82.00' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 43.98', on a chord bearing of N 02°38'10" W and a chord distance of 39.60' to a point; thence, along the southeasterly right-of-way line of Wheatly Street N 42°21'50" E a distance of 62.00' to a point and place of BEGINNING.

CONTAINING 9,732 sq. ft. (0.22 acres)

Being: Lot 101 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Asbcombe Farms West - Phase 1  
Lot #102

BOOK 1682 PAGE 8776

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Wheatly Street, said point being the northwesterly corner of Lot 101; thence along the southeasterly right-of-way line of Wheatly Street N 42°21'50" E a distance of 75.00' to a point; thence, along Lot 103 S 47°38'10" E a distance of 110.00' to a point; thence, along Lot R S 42°21'50" W a distance of 75.00' to a point; thence, along Lot 101 N 47°38'10" W a distance of 110.00' to a point and place of BEGINNING.

CONTAINING 8,250 sq. ft. (0.19 acres)

Being: Lot 102 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Wheatly Street, said point being the northwesterly comer of Lot 104; thence along Lot 104 S  $31^{\circ}43'46''$  E a distance of 90.65' to a point; thence, along Lot 105 S  $17^{\circ}37'57''$  W a distance of 29.39' to a point; thence, along Lot R S  $42^{\circ}21'50''$  W a distance of 40.62' to a point; thence, along Lot 102 N  $47^{\circ}38'10''$  W a distance of 110.00' to a point; thence, along the southeasterly right-of-way line of Wheatly Street N  $42^{\circ}21'50''$  E a distance of 16.78' to a point; thence, along the same on a curve to the right having a radius of 275.00', an arc length of 76.35', on a chord bearing of N  $50^{\circ}19'02''$  E and a chord distance of 76.10' to a point and place of BEGINNING.

CONTAINING 8,322sq. ft. (0.19 acres)

Being: Lot 103 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase 1" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Ashcombe Drive, said point being the northeasterly comer of Lot 105; thence along Lot 105 S  $61^{\circ}43'58''$  W a distance of 96.97' to a point; along Lot 103 N  $31^{\circ}43'46''$  W a distance of 90.65' to a point; thence, along the southeasterly right-of-way line of Wheatly Street on a curve to the right having a radius of 275.00', an arc length of 81.68', on a chord bearing of N  $66^{\circ}46'47''$  E and a chord distance of 81.38' to a point; thence, along the same on a curve to the right having a radius of 29.00', an arc length of 40.99', on a chord bearing of S  $64^{\circ}13'06''$  E and a chord distance of 37.66' to a point; thence, along the westerly right-of-way line of Ashcombe Drive on a curve to the left having a radius of 233.00', an arc length of 18.47', on a chord bearing of S  $25^{\circ}59'47''$  E and a chord distance of 18.47' to a point; thence, along the same S  $28^{\circ}16'02''$  E a distance of 34.38' to a point and place of BEGINNING.

CONTAINING 8,612 sq. ft. (0.20 acres)

Being: Lot 104 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase J" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 1  
Lot #105

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Ashcombe Drive, said point being the southeasterly corner of Lot 104; thence; along the westerly right-of-way line of Ashcombe Drive S 28°16'02" E a distance of 30.47' to a point; thence along the same on a curve to the right having a radius of 215.00', an arc length of 44.16', on a chord bearing of S 22°22'57" E and a chord distance of 44.09' to a point; thence; along Lot 106 S 73°30'08" W a distance of 120.15' to a point; thence, along Lot R N 20°22'40" W a distance of 29.65' to a point; thence, along Lot 103 N 17°37'57" E a distance of 29.39' to a point thence, along Lot 104 N 61°43'58" E a distance of 96.97' to a point and place of BEGINNING.

CONTAINING 7,213 sq. ft. (0.17 acres)

Being: Lot 105 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Asbcombe Farms West- Pbase 1  
Lot #106

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Ashcombe Drive, said point being the southeasterly corner of Lot 105; thence; along the westerly right-of-way line of Ashcombe Drive on a curve to the right having a radius of 215.00', an arc length of 81.88', on a chord bearing of S 05°35'15" E and a chord distance of 81.39' to a point; thence; along Lot 107 N 84°40'37" W a distance of 124.01' to a point; thence, along Lot R N 02°27'49" E a distance of 32.57' to a point; thence, along the same N 20°22'40" W a distance of 3.03' to a point thence, along Lot 105 N 73°30'08" E a distance of 120.15' to a point and place of BEGINNING.

CONTAINING 7,179 sq. ft. (0.16 acres)

Being: Lot 106 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West- Phase 1  
Lot #107

1682

8781

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Ashcombe Drive, said point being the southeasterly corner of Lot 106; thence; along the westerly right-of-way line of Ashcombe Drive on a curve to the right having a radius of 215.00', an arc length of 83.38', on a chord bearing of S 16°25'57" W and a chord distance of 82.86' to a point; thence; along Lot R N 62°27'27" W a distance of 114.66' to a point; thence, along the same N 02°27'49" E a distance of 37.99' to a point; thence, along Lot 106 S 84°40'37" E a distance of 124.01' to a point and place of BEGINNING.

CONTAINING 7,237 sq. ft. (0.17 acres)

Being: Lot 107 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West – Phase 1  
Lot #113

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Ashcombe Drive, said point being the southwesterly corner of Lot 114; thence along Lot 114 S 8]°]6'49" E a distance of 109.53' to a point; thence, along Lot R S 19°58'53" W a distance of 105.86' to a point; thence, along the same N 61°29'03" W a distance of 110.00' to a point; thence, along the easterly right-of-way line of Ashcombe Drive on a curve to the left having a radius of 265.00', an arc length of 68.34', on a chord bearing of N 21°07'39" E and a chord distance of 68.15' to a point and place of BEGINNING.

CONTAINING 9,303 sq. ft. (0.21 acres)

Being: Lot 113 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.I. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West – Phase 1**  
**Lot #114**

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**All** that certain tract of land situate **in** Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Ashcombe Drive, said point being the northwesterly comer of Lot 113; thence; along the easterly right-of-way line of Ashcombe Drive on a curve to the left having a radius of 265.00', an arc length of 61.89', on a chord bearing of N 07°02'54" E and a chord distance of 61.75' to a point; thence, along the same on a curve to the right having a radius of 28.00', an arc length of 38.89', on a chord bearing of N 40°08'48" E and a chord distance of 35.84' to a point; thence, along the Southern right-of-way line of Lyn Circle N 79°56'10" E a distance of 72.93' to a point; thence, along Lot R S 02°47'50" E a distance of 118.17' to a point; thence, N 81°16'49" W a distance of 109.53' to a point and place of BEGINNING.

CONTAINING 10,018 sq. ft. (0.23 acres)

Being: Lot 114 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded **in** the Office of the Recorder of Deeds for York County, Pennsylvania,



# EXHIBIT M

LEGAL DESCRIPTION LOT OS-1

Ashcombe Farms West - Phase 1  
Lot OS-1

1682

8785

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Palomino Road, said point being the following two courses from the point of intersection of the northeasterly line of lands of Dover GFLP, as shown on a plan entitled "Final Subdivision and Land Development Plan for Dover GFLP" and recorded in York County as Plan book QQ, Page 979, and said southeasterly right-of-way line of Palomino Road, a) along said right-of-way line N 41°54'39" E a distance of 121.63' to a point; b) still along the same N 42°21'50" E a distance of 635.62'; thence, still along the same N 42°21'50" E a distance of 314.10' to a point; thence, N 50°21'39" W a distance of 100.11' to a point; thence, S 42°21'50" W a distance of 318.86' to a point; thence, N 47°38'10" W a distance of 100.00' to the point and place of BEGINNING.

CONTAINING - 31,648 sq. ft. (0.73 acres)

Being: OS-1 as shown on an unrecorded plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phase 1" by R.J. Fisher and Associates, Inc.

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# EXHIBIT N

LEGAL DESCRIPTION LOT OS-2

Ashcombe Farms West - Phase 1  
**Lot OS-2**

ROU\*

CASE

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All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the point of intersection of the northeasterly line of lands of Dover GFLP, as shown on a plan entitled "Final Subdivision and Land Development Plan for Dover GFLP" and recorded in York County as Plan book QQ, Page 979, and the southeasterly right-of-way line of Palomino Road, thence, along said right-of-way line  $41^{\circ}54'39''$  E a distance of 121.63' to a point; thence, still along the same  $N 42^{\circ}21'50''$  E a distance of 203.72' to a point, thence,  $S 47^{\circ}38'10''$  E a distance of 112.00' to a point; thence,  $S 33^{\circ}36'47''$  W a distance of 90.66' to a point; thence,  $S 03^{\circ}44'28''$  E a distance of 110.88' to a point; thence,  $S 17^{\circ}45'31''$  E a distance of 113.55' to a point; thence,  $S 48^{\circ}05'21''$  E a distance of 390.45' to a point; thence,  $S 41^{\circ}54'39''$  W a distance of 100.00' to a point; thence, by said lands of Dover GFLP  $N 48^{\circ}05'21''$  W a distance of 694.27' to the point and place of BEGINNING.

CONTAINING - 107,577 sq. ft. (2.47 acres)

Being: OS-2 as shown on an unrecorded plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.J. Fisher and Associates, Inc.



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## EXHIBIT 0

LEGAL DESCRIPTION LOT 05-5

**Ashcombe Farms West - Phase 1  
LotOS-5**

BUU

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**All** that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at point on the southerly right-of-way line of Ashcombe Drive, said point being the northwesterly comer of Lot 92, thence, along the southerly right-of-way line of Ashcombe Drive on a curve to the right having a radius of 183.00', an arc length of 128.77', on a chord bearing of N 63°55'28" E and a chord distance of 126.13' to a point; thence along the same on a curve to the left having a radius of 225.00', an arc length of 72.57', on a chord bearing of N 74°50'38" E and a chord distance of 72.25' to a point; thence, along the southerly right-of-way line of Deerfield Drive on a curve to the right having a radius of 24.00', an arc length of 32.95', on a chord bearing of S 75°04'13" E and a chord distance of 30.42' to a point; thence, along the lands now or formerly of Country Square Partnership S 39°38'21" W a distance of 139.93' to a point; thence, along the same S 50°21'39" E a distance of 292.38' to a point; thence, along Lot R N 64°10'51" W a distance of 90.21' to a point; thence, along the same N 82°26'23" W a distance of 90.74' to a point; thence, along the same S 73°07'58" W a distance of 83.02' to a point; thence, along lot 90 N 19°19'42" W a distance of 95.53' to a point; thence, along lot 92 N 28°43'18" E a distance of 35.30' to a point; thence, along the same N 46°14'03" W a distance of 115.00' to a point and place of BEGINNING.

CONTAINING - 34,156 sq. ft. (0.78 acres)

Being: OS-5 as shown on an unrecorded plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase 1" by R.J. Fisher and Associates, Inc.

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## EXHIBIT P

LEGAL DESCRIPTION OF WITHDRAWABLE REAL ESTATE NO.1

**Ashcombe Farms West - Phase 1**  
**Legal Description of Withdrawable Real Estate No.1**

1682

8792

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Wheatly Street, said point being the northeasterly corner of Lot 99; thence, along said Lot 99 N 47°38'10" W a distance of 112.78 to a point; thence, along Lot 100 N 42°21'50" E a distance of 75.00' to a point; thence, along Lot 97 S 47°38'10" E a distance of 112.78 to a point; thence, along the northwesterly right-of-way line of Wheatly Street S 42°21'50" W a distance of 75.00' to the point and place of BEGINNING.

CONTAINING - 8,458 sq. ft. (0.19 acres)

Being: Withdrawable Real Estate No.1 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



## EXHIBIT Q

LEGAL DESCRIPTION OF WITHDRAWABLE REAL ESTATE NO.2

Ashcombe Farms West - Phase 1  
Withdrawable Real Estate No.2

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Sheppard Drive, said point being the southeasterly corner of Lot 100; thence, along said Lot 100 N 42°21'50" E a distance of 91.48' to a point; thence, along Lot 98 S 47°38'10" E a distance of 112.78 to a point; thence, along the northwesterly right-of-way line of Wheatly Street S 42°21'50" W a distance of 63.48' to a point of curvature; thence, on curve to the right connecting the northwesterly right-of-way line of Wheatly Street with the northeasterly right-of-way line of Sheppard Drive to the right, said curve having a radius of 28.00', an arc length of 43.98', on a chord bearing of S 87°21'50" W and a chord distance of 39.60' to a point; thence, along the northeasterly right-of-way line of Sheppard Drive N 47°38'10" W a distance of 84.78 to the point and place of BEGINNING.

CONTAINING - 10,149 sq. ft. (0.23 acres)

Being: Withdrawable Real Estate No.2 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phase I" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

# EXHIBIT R

## LEGAL DESCRIPTION OF WITHDRAWABLE REAL ESTATE NO.3

I Certify This Document To Be  
Recorded In York County, Pa.



*Paul J. Reisinger*  
Recorder of Deeds

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Palomino Road, said point being the following two courses from the point of intersection of the northeasterly line of lands of Dover GFLP, as shown on a plan entitled "Final Subdivision and Land Development Plan for Dover GFLP" and recorded in York County as Plan book QQ, Page 979, and said southeasterly light-of-way line of Palomino Road, a) along said right-of-way line N 41°54'39" E a distance of 121.63' to a point; b) still along the same N 42°21'50" E a distance of 483.62'; thence, still along the same N 42°21'50" E a distance of 152.00' to a point; thence, S 47°38'10" E a distance of 100.00' to a point; thence, S 42°21'50" W a distance of 180.00' to a point; thence, N 47°38'10" W a distance of 72.00' to a point of curvature; thence, on a curve to the right having a radius of 28.00', an arc length of 43.98', said curve has a chord bearing of N 02°38'10" W and a chord distance of 39.60' the point and place of BEGINNING.

CONTAINING - 17,832 sq. ft. (0.41 acres)

Being: Withdrawable Real Estate No.3 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phase 1" by R.J. Fisher and Associates, Inc. dated September 10, 2002 and last revised on September 13, 2004 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



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# EXHIBIT S

## PLATS AND PLANS

(See Declaration Plat recorded in Plan Book 66, Page 2342 )

[SEE POCKET PART AT BACK OF PUBLIC OFFERING STATEMENT)

RECORDER OF DEEDS  
YORK COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
2004088867

RECORDED ON  
Oct 15, 2004  
3:54:43 P.M

STATE WRIT TAX	\$0.50
I RECORDING FEES	\$229.00
PTN NUMBER FEES	\$2.00
COUNTY ARCHIVES FEE	\$2.00
RDD ARCHIVES FEE	\$3.00
TOTAL	\$236.50

INV: 511722 USER: JOB  
CUSTOMER  
JOHNSON & DUFFIE

## **EXHIBIT T**

### **BYLAWS OF ASHCOMBE FARMSIWEST HOMEOWNERS' ASSOCIATION**

## BYLAWS

## ASHCOMBE FARMS WEST HOMEOWNERS' ASSOCIATION

## DOVER TOWNSHIP

## YORK COUNTY, PENNSYLVANIA

THESE BYLAWS, made this            day of            , 2004, by the undersigned persons constituting all of the members of the first Executive Board of Ashcombe Farms West Homeowners' Association.

ARTICLE IPLAN OF OWNERSHIP

Section 1. Submission. The Project, known as "Ashcombe Farms West", a flexible residential planned community (hereinafter called "Planned Community"), located in Dover Township, York County, has been submitted to the provisions of the Uniform Planned Community Act, 68 Pa. C.S.A. §§5101 et seq. ("Act") by the Declaration and shall be governed by the Declaration, Bylaws and Act.

Section 2. Applicability. The provisions of these Bylaws are applicable to the Planned Community and all improvements and structures theretofore or hereafter constructed thereon, including the Lots, and Common Elements, as well as all easements, rights or appurtenances, thereto belonging and the use, occupancy, sale and all other transfers thereof. All Lot Owners, all occupants or users of the Lots, to include any improvement erected thereon, and the agents and servants of any of them are subject to the provisions of the Declaration, Plats and Plans, Bylaws and Rules and Regulations as may be issued, from time to time, by the Executive Board governing the details of the use and operation of the Planned Community and all applicable laws of the Commonwealth of Pennsylvania.

Section 3. Personal Application. All present and future Lot Owners, tenants, future tenants, their guests, licensees, servants, agents, employees, and all other person or persons that shall be permitted to use the facilities of the Planned Community, shall be subject to these Bylaws and to the Rules and Regulations issued by the Executive Board. Acquisition, rental or occupancy of any Lot (to include any improvement constructed thereon) in the Planned Community shall constitute an acknowledgment that said Lot Owner or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and Regulations of the Executive Board and will comply with them.

## ARTICLE II

### LOT OWNERS' ASSOCIATION

Section 1. Association. There is hereby constituted Ashcombe Farms West Homeowners' Association (hereinafter called "Association") which is or shall be a Pennsylvania non-profit corporation, which shall be comprised at all times exclusively of the Lot Owners, their heirs, successors and assigns.

Section 2. Powers of the Association. The Association shall have the specific powers granted in Section 5302 of the Act.

Section 3. Voting and Proxies.

A. Multiple Owners of Lots. If only one of the multiple Owners of a Lot is present at a meeting of the Association, he or she is entitled to cast the vote allocated to that Lot. If more than one of multiple Owners are present, the vote allocated to the Lot may be cast only in accordance with their unanimous agreement. There is unanimous agreement if anyone of the multiple owners cast the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by any other Owner of the Lot.

B. Proxies. The vote allocated to a Lot may be cast pursuant to a written proxy duly executed by the Lot Owner. If the Lot is owned by more than one person, each Owner of the Lot may vote or register protest to casting the vote by the other Owner or Owners of the Lot through a duly executed proxy. A Lot Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over the meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.

C. Cumulative and Class Voting. There shall be no cumulative or class voting permitted.

D. Lots Owned by Association. No vote allocated to a Lot owned by the Association may be cast.

Section 4. Principal Office. The principal office of the Association and the Executive Board shall be located, initially, at 1730 Columbia Avenue, Lancaster, Pennsylvania, but thereafter may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Executive Board.



Section 5. Meetings.

A. Annual Meeting. An annual meeting of the Association shall be held each year during the last three (3) months of the calendar year. The meeting shall be held at a time and place designated by the Executive Board. Any officer of the Executive Board shall cause written notice to be hand-delivered or sent postage prepaid by United States mail, to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner of the annual meeting. Said notice shall not be fewer than ten (10) days nor greater than sixty (60) days in advance of the annual meeting. The notice of any annual meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendments to the Declaration or Bylaws, if any.

B. Special Meetings. A special meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by any officer of the Executive Board and shall be called by any officer of the Executive Board if so directed by resolution of the Executive Board or upon petition signed by forty (40%) percent of the votes of the Lot Owners and presented to the Secretary. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at the special meeting except as stated in the notice. Notice of the special meeting, to include the content of the notice, shall be the same as required for an annual meeting.

Section 6. Quorum. A quorum of the Association shall be deemed present throughout any meeting of the Association if persons entitled to cast thirty (30%) percent of the votes which may be cast for election of the Executive Board are present in person or by proxy at the beginning of the meeting.

Section 7. Association Action. Acts of the Association, including election of members of the Executive Board, except as otherwise specifically provided, shall require the approval of fifty (50%) percent of the votes entitled to be cast by Lot Owners present in person or by proxy at the meeting of the Association at which a quorum is present.

Section 8. Order of Business. The order of business at the annual meeting of the Association shall be as follows:

- A. Call of the roll and certification of proxies.
- B. Proof of notice of meeting and waiver of notice.
- C. Reading and approval of any unapproved minutes.
- D. Receiving reports of officers.
- E. Receiving reports of committees, if any.

- F. Election of inspector of election, if necessary.
- G. Election of Executive Board members, if necessary.
- H. Old Business
- I. New Business
- J. Adjournment

At all meetings of the Association, Roberts' Rules of Order (Revised) shall be followed.

Section 9. Voting Strength. With respect to the affairs of the Planned Community, including the election of the Executive Board members, each Lot shall have one (1) vote.

**ARTICLE III**

**EXECUTIVE BOARD**

Section 1. Number of Members. The affairs of the Planned Community shall be governed by the Executive Board comprised of three (3) members, initially. The original three (3) members of the Executive Board and their offices are as follows:  
 \_\_\_\_\_ President; Vice President/Treasurer;  
 \_\_\_\_\_ - Secretary.

As specified in Article X of the Declaration, sixty (60) days after conveyance of twenty-five (25%) percent of the Lots to Lot Owners other than Declarant, not less than twenty-five (25%) percent of the Executive Board shall be elected by Lot Owners other than Declarant. Upon the happening of the foregoing event, the Executive Board will be increased by one (1) member to be elected by the Lot Owners other than Declarant. Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Lots to Lot Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Lot Owners other than Declarant. Upon the happening of this event, the Executive Board shall be increase to six (6) members, and a total of two (2) members shall be elected by Lot Owners other than Declarant and Declarant shall appoint or reappoint the other four (4) members. Not later than the earlier of (i) seven (7) years from the date of the recording of the Declaration; or (ii) one hundred eighty [180] days after seventy-five (75%) percent of the Lots are conveyed to Lot Owners other than Declarant, all members of the Executive Board shall resign and the Lot Owners (including Declarant to the extent of Lots owned by Declarant) shall elect a new five (5) member Executive Board, at last a majority of whom must be Lot Owners. In determining whether the period of Declarant's control has terminated or whether Lot Owners other than Declarant are entitled to elect members of the Executive Board, the percentage of Lots conveyed shall be that percentage which would have been

conveyed if all Lots Declarant has declared or reserved the right to declare (specifically including the Lots to be subdivided in Additional Real Estate I) in the Declaration were included in the Planned Community,

The first members of the Executive Board as appointed by Declarant or their successors, shall serve until all members of the Executive Board are required to resign and a new five (5) member Executive Board is elected, as provided above.

Section 2. Election and Term of Office. So long as Declarant shall have the right to designate three (3) of the four (4) members of the Executive Board, as set forth in the preceding Section, all elected members of the Executive Board shall serve a term of one (1) year and shall be elected by the Association at the annual meeting of the Association. Upon resignation of all members of the Executive Board, as set forth in the preceding Section, the five (5) new members of the Executive Board shall be elected for staggered terms. Two (2) members shall be elected for three (3) year terms, two (2) members shall be elected for two (2) year terms and one (1) member shall be elected for a one (1) year term. After the initial election, all terms shall be for three (3) years. All members elected to the Executive Board shall serve until his or her successor is duly elected or until his or her death, removal or resignation. An Executive Board member may serve an unlimited number of terms.

Section 3. Compensation. No member of the Executive Board shall receive compensation for services as a member of the Executive Board, except as provided in Article IV, Section 5 hereof.

Section 4. Resignation and Removal. Any member of the Executive Board may resign from the Executive Board at any time by written notice to the Executive Board. Any member (other than members designated by Declarant, who may be removed and replaced by Declarant at any time and from time to time) may be removed from the Executive Board with or without cause by the affirmative vote of the members of the Association entitled to cast at least seventy-five (75%) percent of the votes of all members of the Association at an annual meeting or special meeting of the Association duly called and held for such purpose. If a member of the Executive Board who is also a Lot Owner shall cease being a Lot Owner, such member shall be removed from the Executive Board, except that this provision shall not apply to members of the Executive Board designated or appointed by Declarant

Section 5. Filling Vacancies. Any vacancy or vacancies on the Executive Board caused by death, resignation, removal from office or otherwise, may be filled by the remaining members of the Executive Board at a special meeting duly called for that purpose, the successor to serve the balance of the term so filled; provided, however, that vacancies occurring during the term of members designated or appointed by Declarant shall be filled by Declarant.



Section 6. Annual Meeting. The Executive Board shall hold an annual meeting within ten (10) days following the annual meeting of the Association for the purpose of electing officers of the Association and for any other purpose which may be required or permitted by law, these Bylaws or the Declaration. The annual meeting shall be a regular meeting.

Section 7. Regular Meeting. The Executive Board may hold regular meetings at such time and place as shall be designated by a majority of the Executive Board. Such meetings shall be held at least once every three (3) months and there shall be a meeting of the Executive Board at least thirty (30) days prior to the annual meeting of the Association at which meeting of the Executive Board the budget for the Association shall be adopted for the forth coming year, subject to approval of the Lot Owners.

Section 8. Special Meeting. Special meetings of the Executive Board may be called by the President and shall be called upon written request of any two (2) members of the Executive Board. The President shall call such meetings not less than five (5) days nor more than ten (10) days after receipt of such request and shall designate the time and place of such meeting. No business shall be transacted at the meeting other than as specified in the notice thereof.

Section 9. Notices. Written notice of the meetings of the Executive Board shall be given to each member of the Executive Board at least five (5) days but not more than ten (10) days prior to each regular meeting or adjournment thereof and at least three (3) days but not more than seven (7) days prior to each special meeting.

Section 10. Waiver of Notice. Before or after any meeting of the Executive Board, whether regular or special, any member may, in writing, waive notice of such meeting. Attendance by a member at any meeting of the Executive Board shall likewise constitute a waiver of such notice. If all members are present at any meeting of the Executive Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law, these Bylaws and the Declaration.

Section 11. Quorum. A quorum is deemed present throughout any meeting of the Executive Board if one-half (1/2) of the members of the Board are present at the beginning of the meeting. If at any meeting of the Executive Board, there are less than a quorum present, the members present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any member.

Section 12. Voting. At all regular and special meetings of the Executive Board, each member shall be entitled to cast one (1) vote and a majority vote of the Executive Board at any meeting at which a quorum is present shall bind the Executive Board, except as otherwise provided herein.



Section 13. Action by Consent. If all members of the Executive Board shall consent in writing to any action to be taken by the Executive Board, such action shall be as valid an action of the Executive Board as though it has been authorized at a meeting of the Executive Board.

Section 14. Report of the Executive Board. The Executive Board shall present at each annual meeting of the Association, and when called for by a vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Planned Community,

Section 15. Fidelity Bonds. The Executive Board may require all officers, agents and employees, if any, of the Association handling or responsible for funds to furnish adequate fidelity bonds. The premium on such bonds is deemed to be a Common Expense and shall be paid by the Association.

#### ARTICLE IV

#### OFFICERS OF THE ASSOCIATION

Section 1. Principal Officers. The principal officers of the Association shall be President, Secretary and Treasurer. The President shall be a member of the Executive Board, but the Secretary and Treasurer need not be members of the Executive Board. An officer may succeed himself or herself without limitation and an officer except the President may hold more than one office simultaneously.

Section 2. Election and Term. The principal officers of the Association shall be elected annually by the Executive Board at its annual meeting and they shall hold office for a term of one (1) year and until their respective successors are elected. The Executive Board may appoint such other officers as it deems necessary who shall serve at the pleasure of the Executive Board.

Section 3. Resignation, Removal and Vacancies. Any officer may be removed with or without cause at any regular meeting of the Executive Board, or at any special meeting called for that purpose, upon the affirmative vote for removal of all of the other members of the Executive Board. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any Executive Board member who resigns or who is removed from the Executive Board shall also be deemed to have resigned or have been removed from any office he or she may have held. If any office becomes vacant for any reason, the vacancy shall be filled by the Executive Board, the successor to serve the balance of the term so filled.

**Section 4. Duties of Officers.**

A. President. The President shall be the chief *executive* officer of the Association and shall preside at all meetings of the Association and the *Executive* Board. He or she shall *have* general and *active* management of the business of the Planned Community and shall see that all order and resolutions of the *Executive* Board are carried into effect. He or she shall *have* the power to execute and *deliver* deeds, contract and other instruments in the name of and on behalf of the Association, except as when such documents are required and permitted by law to be otherwise executed and except when the execution thereof shall be delegated by the Executive Board to another officer or agent of the Association.

B. Secretary. The Secretary shall, if he or she is a member of the *Executive* Board, in the absence or the disability of the President, perform the duties and exercise the power of the President and shall perform such other duties as the *Executive* Board may prescribe. If neither the President nor the Secretary is able to act, the *Executive* Board shall appoint a member of the *Executive* Board to do so on an interim basis. The Secretary shall attend all sessions of the *Executive* Board and all meetings of the Association and record or cause to be recorded all *votes* and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for committees when required. He or she shall *give*, or cause to be *given*, notice of all meetings of the Association, the *Executive* Board and committees and shall perform such other duties as may be prescribed by the *Executive* Board. The Secretary shall compile and keep up-to-date at the principal office of the Association, a complete list of Lot Owners and their last known post office addressed. This list shall be opened to inspection to all Lot Owners and other persons lawfully entitled to inspect the same at reasonable hours. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing minute of all the annual and special meetings of the Association and all meetings of the Executive Board including resolutions.

C. Treasurer. The Treasurer shall *have* custody of all funds and securities. The Treasurer shall *have* responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the Association and to deposit all monies, checks and other valuable effects of the Association in the name and to the credit to the Association in such depositories as may from time to time be designated by the *Executive* Board. He or she shall disburse the funds of the Association as may from time to time be ordered by the Executive Board or by the President, making proper *vouchers* for such disbursements, and shall render to the President and the *Executive* Board at the regular meetings of the Executive Board or whenever they or either of them shall require, an account of this transaction as Treasurer and of the financial condition of the Association. If required by the *Executive* Board, he or she shall *give* a fidelity bond, the premium thereof to be considered a Common Expense, in such sum and with such surety or sureties as shall be satisfactory to the *Executive* Board for the faithful performance of the duties of this office and for the restoration, in case of his death, resignation, retirement or *removal* from office, all books, papers,

vouchers, money and other property of whatever kind in his possession or under his control. The Treasurer shall be responsible to have prepared and filed all necessary tax returns.

D. Other Offices. Any other officer designated by the Executive Board shall have such duties as may be determined by the Executive Board.

**Section 5. Compensation.** The officers shall receive no compensation unless such compensation is approved by seventy-five (75%) percent vote of the members of the Association present and voting at an annual or special meeting. Officers shall be entitled to be reimbursed for all expenses reasonably incurred in the discharge of their duties. Any such compensation or reimbursement of expenses shall be a Common Expense.

**Section 6. Liability of Executive Board and Officers.** Members of the Executive Board and officers of the Association:

A. Shall not be liable to the Lot Owners as a result of their activities as such members or officers for any mistakes of judgment, negligent or otherwise, except for their willful misconduct or gross negligence;

B. Shall have no personal liability in contract to the Lot Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such member or officer;

C. Shall have no personal liability in tort to a Lot Owner or any other person or entity directly or imputed, by virtue of acts performed by them or for them, in their capacity as such member or officer;

D. Shall have no personal liability arising out of the use, misuse of condition of the Property, or for which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such member or officer.

**Section 7. Indemnification of the Executive Board and Officers.** The Association shall indemnify and hold harmless every Executive Board member and officer of the Association, his or her heirs and personal representatives, from and against any and all personal liability and all expenses including counsel fees, incurred or imposed, arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to which he or she may be or be threatened to be made a party by reason of his being or having been an Executive Board member or officer of the Association, excepting to the extent that such liability or expense shall be attributable to his or her gross negligence or willful misconduct. In the event of a settlement, such indemnification shall be provided only if the Executive Board shall have approved such settlement. Such right of indemnification shall not be exclusive of other rights to which such Executive Board member or officer may be entitled. All indemnification paid by the Association and any cost or expenses incurred by the



Executive Board or the Association in connection herewith shall be deemed to be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligated the Association to indemnify any Lot Owner who is or has been a member of the Executive Board or officer of the Association with respect to any duty or obligations assumed or liability incurred by him or her under and by virtue of his membership in the Association or his or her ownership of a Lot.

## **ARTICLE V**

### **POWERS AND DUTIES OF EXECUTIVE BOARD**

Section 1. Powers and Duties. The Executive Board shall have and execute all lawful powers and duties necessary for the administration of the affairs of the Planned Community and may do all such acts or things except as by law, the Declaration or these Bylaws are required to be performed by the Lot Owners. Such powers and duties of the Executive Board shall include, but shall not be limited to, the following:

A. To provide for the acquisition, construction, management, operation, care, upkeep, maintenance, improvement, renovation and replacement of Common Elements, except to the extent specifically imposed upon the individual Lot Owners.

B. Determination and payment of the Common Expenses of the Planned Community. The Executive Board shall have the right to make final determination of any claim or dispute by Lot Owners as to whether any charge or expense applies against the Lot Owner rather than the Common Elements and such determination shall be final, conclusive and binding.

C. Establishment, maintenance and collection and disbursement from assessments and Common Charges received from the Lot Owners, including, without limitation, amount for working capital to meet operating expenses, a general operating reserve, a Reserve Fund for capital improvements and replacements and such special assessments as may become necessary to make upon any deficit in the Common Charges or assessments for any prior year. Executive Board may designate and compensate an agent or independent contractor for the purpose of collecting Common Charges and assessments and for the purpose of making disbursement therefrom on behalf of he Executive Board.

D. Employment and dismissal of personnel necessary for the maintenance and operation of the Common Elements and the Planned Community.

E. Propose amendments to these Bylaws governing the operation and use of the Planned Community, subject to the approval of sixty-seven (67%) percent



of the Lot Owners present and voting at a duly called meeting.

F. Opening of bank accounts on behalf of the Planned Community and designating the signatories required therefore.

G. Purchasing of Lots at foreclosure or other judicial sales in the name of the Executive Board or its designee, corporate or otherwise, on behalf of all Lot Owners, and accomplishing any and all actions necessary or incidental thereto.

H. Selling, leasing mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with the Lot acquired by, and subleasing Lots leased by, the Executive Board or its designee on behalf of all Lot Owners.

I. Making all repairs, additions and improvements to or alterations or restorations to the Planned Community or to the Property in accordance with the provisions of the Declaration and these Bylaws including those necessitated by damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

J. The Executive Board shall have the power to enforce obligations of the Lot Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Planned Community, including the right to bring lawsuits to enforce the Bylaws promulgated by the Executive Board.

K. The Executive Board may, subject to the approval of seventy-five (75%) percent of the Lot Owners, employ a managing agent or manager for the Planned Community at a compensation to be established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may also employ any other employee or independent contractors to perform duties and services necessary to the operation and maintenance of the Planned Community.

L. The Executive Board shall establish Rules and Regulations for the use of the Common Elements.

M. The Executive Board shall have the power and duty to obtain and maintain insurance relating to the Planned Community, including, but not limited to director and officers' liability coverage.

N. The Executive Board shall have those architectural review and control powers, duties, and responsibilities outlined in Article XI of the Declaration.

O. The Executive Board shall have the power and authority to do all acts and any and all things as are necessary or incidental to the implementation, enforcement, or furtherance of the terms and provisions of the Act, the Declaration and

these Bylaws.

**Section 2. Delegation of Power.** The Executive Board shall not, without prior approval of the Lot Owners, delegate any power to any person or managing agent.

## **ARTICLE VI**

### **COMMON CHARGES, SPECIAL ASSESSMENTS AND RESERVES**

**Section 1. Common Charges.**

A. Each Lot Owner shall pay to the Executive Board an annual sum, herein referred to as "Common Charges", equal to the Lot Owner's proportionate share of the sum required or established by the Executive Board to meet the annual Common Expenses and, if imposed by the Executive Board, to establish an operating reserve or to fund the Reserve Fund.

B. The Executive Board shall determine the amount of Common Charges annually but may do so more frequently should circumstances so require. Common Charge assessments shall be made at least annually and shall be based on a budget adopted at least annually by Association.

C. Written notice of Common Charges shall be sent to each Lot Owner. No Lot Owner may be exempted from liability for Common Charges by waiver of the use or enjoyment of any of the Common Elements.

**Section 2. Special Assessments.** In addition to the Common Charges authorized above, the Executive Board may levy in any calendar year one (1) or more Special Assessments, applicable to that calendar year only and for the purpose of deferring, in whole or in part, the cost of any construction, reconstruction, improvement, unexpected repair or maintenance of any Common Element and for such other purposes as the Executive Board may consider necessary or appropriate.

**Section 3. Reserve Fund.** The *Executive* Board shall establish and maintain a Reserve Fund for the repair, restoration or replacement of Common Elements by allocation of any portion of the Common Charges designated from time to time by the *Executive* Board, which shall not exceed twenty (20%) percent of the aggregate Common Charges in any calendar year. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the *Executive* Board, be *invested* in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve may be expended only for the purpose of effecting the repair, restoration or replacement of the Common Elements or for contingencies of a non-recurring nature. The amount allocated to the Reserve Fund may be reduced, by appropriate resolution of the

Executive Board, when in the discretion of the Executive Board, it is appropriate to do so.

The proportionate interest of any Lot Owners in the Reserve Fund shall be considered appurtenant to the Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with the Lot.

Section 4. Nonpayment of Common Charges or Special Assessments.

A. Any Common Charges or Special Assessments levied pursuant to the Declaration or these Bylaws or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest thereon, and the cost of collection thereof, as hereinafter provided, shall become an Association lien against the Lot belonging to the Owner against whom such Common Charges or Special Assessment is levied. The Association lien may be foreclosed in a like manner as a mortgage on real estate. If a Special Assessment is payable in installments, the full amount of the Special Assessment becomes effective as a lien from the time the first installment thereof becomes due.

B. Any Common Charges or Special Assessments levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within ten (10) days after it is due shall bear interest from the date due at a rate fixed by the Executive Board not to exceed fifteen (15%) percent per annum. If any Owner shall be in default in the payment of Common Charges or Special Assessments, the Executive Board may accelerate the remaining installments upon written notice to the Owner, and the then-unpaid balance of the Common Charges or Special Assessment for the current year shall come due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or ten (10) days after mailing of such notice to the Owner by registered or certified mail, whichever shall first occur.

Section 5. Surplus Funds. Any surplus funds of the Association remaining after payment of Common Expenses and payment of reserves shall be credited to Lot Owners to reduce their future Common Charges.

Section 6. Reallocation. If Common Expense liabilities are reallocated, Common Charges and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

Section 7. Statement of Unpaid Assessments. The Association shall furnish to a Lot Owner, upon written request, a recordable statement setting forth the amount of unpaid assessments currently levied against his, her or their Lot. This statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Lot Owner.



## ARTICLE VII

### INSURANCE

Section 1. Insurance to be Carried by Association. If, in connection with any subsequent phase of the Planned Community Declaration shall create, declare or establish Common Facilities, commencing not later than the time of the first conveyance of a Lot to a Person other than Declarant within such phases, the Association shall maintain, to the extent reasonably available, comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Executive Board but not less than the amount specified in the Declaration covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Facilities.

Section 2. Other Insurance Carried by Association. If the insurance described in Section 1 is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners. The Association may carry any other insurance it deems appropriate to protect the Association or the Lot Owners.

Section 3. Contents of Insurance Policy. Insurance policies carried pursuant to Section 1 hereof must provide that:

A. The insurer waives its right of subrogation under the policy against any Lot Owner or members of the Lot Owners' household.

B. No act or omission of any Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recover under the policy.

C. If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same property covered by the policy, the policy shall be primary insurance and not contributing with the other insurance.

Section 4. Evidence and Cancellation of Insurance. Any insurer that has issued an insurance policy under this Article shall issue certificate or memoranda of insurance to the Association and, upon request to any Lot Owner, mortgagee or beneficiary under a deed of trust or installment sale agreement. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Lot Owner and each mortgagee or beneficiary under a deed of trust or installment sale agreement to whom Certificates of Insurance have been mailed.



Section 5. Directors and Officers Liability Insurance. To the extent available, the Executive Board may obtain and maintain a comprehensive general liability policy in such limits as the Executive Board may from time to time determine or in such limits as may be available, insuring the Executive Board members and officers of the Association from claims arising out of or in connection with the management, operating or maintenance of the Planned Community, such policies shall insure the Executive Board members and officers against any mistakes of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Use and Occupancy of Common Elements. The occupancy and use of the Common Elements, including Controlled Facilities, shall be subject to the use restrictions specified in Article VII of the Declaration.

Section 2. Executive Board Rules and Regulations. The Executive Board may from time to time promulgate Rules and Regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Common Facilities, subject to the right of the Association, to change such Executive Board Rules and Regulations. Copies of the then-current Executive Board Rules and Regulations and any amendments thereto shall be furnished to all Lot Owners and occupants by the Executive Board promptly after the adoption of such Executive Board Rules and Regulations or any amendments thereto.

## ARTICLE IX

### AMENDMENT

Section 1. Number of Votes Required. Provisions of these Bylaws may be amended only by vote or agreement of Lot Owners of Lots to which at least sixty-seven (67%) percent of the votes of the Association are allocated.

Section 2. Recording Amendment to Bylaws. Any amendment to the Bylaws must be recorded in the Office of the Recorder of Deeds of Cumberland County and shall be indexed in the name of the Planned Community in both the grantor and grantee index. The amendment shall be effective only upon recording.

Section 3. Officer Authorized to Execute Amendment to Bylaws. Amendments to the Bylaws required by this Article to be recorded by the Association shall be prepared, executed, recorded and certified by any officer of the Association.

## ARTICLE X

### MISCELLANEOUS

#### Section 1. Separate Title and Taxation.

A. Title. Except as provided in Subsection B, each Lot, together with the interest, benefits and burdens created by the Declaration including, without limitation, the rights to any Common Facilities, constitute a separate parcel of real estate. The conveyance or encumbrance of a Lot includes the transfer of all the rights, title and interest of the Owner of that Lot in the Common Facilities regardless of whether the instrument affecting the conveyance or encumbrance so states.

B. Taxation and Assessment. If there is a Lot Owner other than Declarant, each Lot must be separately taxed and assessed. The value of the Lot shall include the value of that Lot's appurtenant interest in the Common Facilities, excluding Convertible Real Estate (if the Additional Real Estate is added to the Planned Community). No separate assessed value shall be attributed to and no separate tax shall be imposed against Common Facilities or Controlled Facilities. Convertible Real Estate (if Additional Real Estate is added to the Planned Community) shall be separately taxed and assessed until the expiration period during which conversion may occur.

Section 2. Utilities. Each Lot Owner shall pay for his, her or their own telephone, electricity, water, gas, sewer and all the utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately metered or billed to Lots and which are used in connection with the Common Elements, shall be treated as a part of the Common Expense.

Section 3. Eminent Domain. In the event of a taking of all or part of a Lot or Common Element, the provisions of Section 5107 of the Act shall govern.

Section 4. Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the provisions of Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Lot Owner and his authorized agents.

Section 5. Annual Audit. The Association may at its first annual meeting or thereafter direct the Executive Board to submit the books, records and memoranda to an annual audit by a certified public accountant who shall audit the same and render a report thereon in writing to the Executive Board and the Association. The cost of said audit shall be a Common Expense.

**Section 6.** Officers Authorized to Execute Amendments to Declaration. Amendments to the Declaration, required by the Declaration to be recorded by the Association shall be prepared, executed, recorded and certified by any officer of the Association.

**Section 7.** Termination of Planned Community. Termination of the Planned Community shall be in accordance with the provision of Section 5220 of the Act.

**Section 8.** Conflict. The Bylaws are subordinate and subject to all provision of the Declaration and the provisions of the Act. All of the terms hereof except where clearly repugnant to the context, shall have the same meanings as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

**Section 9.** Severability. The provisions of these Bylaws shall be deemed independent and severable, and, the validity or unenforceability of any provision of portion thereof shall not affect the validity of enforceability of any other provision hereof.

**Section 10.** Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been waived by reason of any failure or failures to enforce the same.

**Section 11.** Captions. The captions contained in these Bylaws are for convenience only and are not a part of the Bylaws and are not intended in any way to limit or enlarge the terms and provision of the Bylaws.

**Section 12.** Gender. Wherever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

**Section 13.** Effective Date. These Bylaws shall become effective when adopted by the Executive Board.

**IN WITNESS WHEREOF,** the undersigned members of the Executive Board adopt the within as Bylaws the day and year first above written.

**EXECUTIVE BOARD**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAX PARCEL NO.  
24-000-KG-0152B PALOMINO ROAD

RECORDED - PAID  
DATE \_\_\_\_\_ TIME \_\_\_\_\_  
RECORDER OF DEEDS OFFICE  
YORK COUNTY, PENNSYLVANIA

**FIRST AMENDMENT TO DECLARATION  
FOR ASHCOMBE FARMS WEST,  
A PLANNED COMMUNITY**

THIS FIRST AMENDMENT TO DECLARATION ("First Amendment"), is made this 11st day of November, 2005, by **AFW DEVELOPMENT, INC.**, a Pennsylvania corporation, having a principal place of business at 1730 Columbia Avenue, Lancaster, Lancaster County, Pennsylvania, hereinafter called "Declarant," pursuant to provisions of Section 5201 of the Uniform Planned Community Act, 68 Pa. C.S.A §5201.

**BACKGROUND**

A. Declarant, pursuant to the Declaration for Ashcombe Farms West, a Flexible Residential Planned Community ("Declaration"), dated September 22, 2004, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, on October 15, 2004, in Record Book 1682, Page 8704, has submitted to the provisions of the Uniform Planned Community Act, 68 Pa.C.S.A. §§5201 *et seq.*, as amended ("Act"), real estate situate in Dover Township, York County, Pennsylvania, to the provisions of said Act and created with respect to said real estate a flexible planned community known as "Ashcombe Farms West, a Planned Community."

B. Pursuant to Article VI of the Declaration, Declarant reserved the right to expand the size of the Planned Community by adding Additional Real Estate to the Planned Community. Those parcels of Additional Real Estate have been designated as Additional Real Estate No.1, Additional Real Estate No.2, Additional Real Estate No.3, Additional Real Estate NO. 4 and Additional Real Estate NO. 5. If added, such portions of Additional Real Estate may be converted into Lots and Common Elements.

C. Declarant has, in accordance with the Declaration, prepared a plan entitled "Final Subdivision Plan for Phases 2 & 3 Ashcombe Farms West", dated December 7, 2004, which has been recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book 1755, Page 336.

D. Declarant now desires to add Additional Real Estate NO. 1 and Additional Real Estate NO. 2 to the Planned Community and convert said Additional Real Estate No. 1 (then Convertible Real Estate No. 1) and Additional Real Estate NO. 2 (then Convertible Real Estate

J.J.K.M.  
11/15/05

REFER TO PLAN BOOK 616 PAGE 2502  
2005/11/12



No. 2) into Lots and Common Elements in accordance with Article VI of the Declaration and the Act.

E. To accommodate these desires of Declarant, Declarant now amends, in part, the Declaration, as hereinafter provided.

*NOW, THEREFORE*, the Declarant, in accordance with the Declaration and in accordance with the Act, hereby declares as follows:

1. *Background.* The Background set forth above is incorporated herein.
2. *Additional Real Estate No.1.* Pursuant to Article VI of the Declaration, Declarant hereby elects to add to the Planned Community, Additional Real Estate No. 1 as described in Exhibit B of the Declaration. Additional Real Estate No. 1 now becomes Convertible Real Estate NO.1.
3. *Convertible Real Estate No.1.* Declarant hereby converts Convertible Real Estate NO.1 into twenty-five (25) Lots, to be known as Lot No.2, Lot No.3, Lot No.4, Lot No.5, Lot No. 6, Lot No.7, Lot No.8, Lot No. 9, Lot NO. 10, Lot No. 11, Lot No. 12, Lot No. 13, Lot No. 14, Lot No. 15, Lot No. 16, Lot No. 17, Lot No. 18, Lot No. 19, Lot No. 20, Lot No. 21 , Lot No. 22, Lot No. 108, Lot No. 109, Lot No. 110, and Lot No. 112. Each of the above described Lots is intended to have constructed thereon a single family detached dwelling, together with other improvements and common elements.
4. *Additional Real Estate No.2.* Pursuant to Article VI of the Declaration, Declarant hereby elects to add to the Planned Community, Additional Real Estate NO.2 as described in Exhibit C of the Declaration. Additional Real Estate No. 2 now becomes Convertible Real Estate NO. 2.
5. *Convertible Real Estate No.2.* Declarant hereby converts Convertible Real Estate NO. 2 into thirty-two (32) Lots, to be known as Lot No. 23, Lot No. 24, Lot No. 25, Lot No. 26, Lot No. 27, Lot No. 28, Lot No. 29, Lot No. 30, Lot No. 31 , Lot No. 32, Lot No. 33, Lot No. 34, Lot No. 35, Lot No. 36, Lot No. 37, Lot No. 38, Lot No. 39, Lot No. 40, Lot No. 41, Lot No. 42, Lot No. 43, Lot No. 44, Lot No. 45, Lot No. 46, Lot No. 47, Lot No. 48, Lot No. 49, Lot No. 111, Lot No. 129, Lot No. 130, Lot No. 131 , and Lot No. 132, together with an Open Space Area

to be known as Lot OS-2A. Lot No. 23, Lot No. 24, Lot No. 25, Lot No. 111, Lot No. 129, Lot No. 130, Lot No. 131, and Lot No. 132 are each intended to have constructed thereon a single family detached dwelling, together with other improvements and common elements. Lot No. 27, Lot No. 28, Lot No. 29, Lot No. 30, Lot No. 31, Lot No. 32, Lot No. 33, Lot No. 34, Lot No. 35, Lot No. 36, Lot No. 37, Lot No. 38, Lot No. 39, Lot No. 40, Lot No. 41, Lot No. 42, Lot No. 43, Lot No. 44, Lot No. 45, Lot No. 46, Lot No. 47, Lot No. 48, and Lot No. 49 each are intended to have constructed thereon a single family semi-detached or a single family attached dwelling, together with other improvements and common elements. Lot OS-2A is intended to serve as open space for the Planned Community.

6. Amendments/Declaration. The Declaration is hereby amended as follows:

A. Section 1.2 Easements and Licenses. Said Section 1.2 is hereby amended by adding the following additional paragraphs:

- (w) Subject to conditions and restrictions as set forth on the Plan entitled Final Subdivision Plan for Phases 2 & 3 Ashcombe Farms West, dated December 7, 2004, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book 1755, Page 336.
- (x) Such other easements and licenses as Declarant or its successors or assigns may grant in connection with the development of the Planned Community.

B. Section 1.3.3 Definitions. The Declaration is hereby amended by adding the following definitions to Section 1.3.3:

- (yy) "Final Subdivision Plan|Phases 2 & 3" means the Plan entitled "Final Subdivision Plan for Phases 2 & 3 Ashcombe Farms West", dated December 7, 2004, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book 1755, Page 336.
- (zz) "Lot OS-2A" means that parcel designated on the Plats and Plans and as shown (and described) in Exhibit A of the First Amendment, containing 2.77 acres, which has or will have constructed therein drainage facilities and which shall otherwise serve as open space. Lot OS-2A is a Common Facility.

C. Section 2.1 Common Facilities. The Declaration is hereby amended by adding the following additional paragraphs:

(e) "Lot OS-2A". Lot OS-2A, which is defined in Section 1.3.3 (zz), is shown on the Plats and Plans and is described in Exhibit "A". Lot OS-2A contains the following easements and improvements completed or to be completed pursuant to Final Subdivision Plan/Phases 2 and 3;

(i) A thirty (30) foot wide buffer area extending along a portion of the western boundary line of Lot OS-2A;

(ii) A twenty (20) foot wide water main easement along the northern boundary line of Lot OS-2A and extending between Lot No. 26 and Lot No. 27; and

(iii) A twenty (20) foot wide drainage easement between Lot No. 26 and Lot No. 27 at the northeastern most corner of Lot OS-2A. Lot OS-2A is also subject to certain existing drainage easements and facilities at its southwestern end, as more fully shown on Final Subdivision Plan/Phases 2 & 3, the Plats and Plans, and that certain Cross Easement and Use Restriction Agreement recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record 1422, Page 1879. In addition to its uses outlined above, Lot OS-2A shall otherwise serve as open space for the Planned Community.

(f) "Snow **Dump** Easement - OS-2A". As set forth in general note 14, Final Subdivision Plan, Phases 2 & 3, Lot OS-2A is designated as being burdened by a snow dump easement for use by the contractors of Dover Township ("Township") to pile excess snow in severe storms.

D. Section 3.2.2 "Controlled Facilities." The Declaration is hereby amended by adding the following descriptions to of additional common facilities to Section 3.2.2:

(c) "Additional Real Estate No.4, Additional Real Estate No.5 and Additional Real Estate No. 6 Drainage **Easements** and Detention Basin". As more fully depicted on the Plats and Plans, there are certain drainage facilities located within Additional Real Estate No. 4, Additional Real Estate No. 5 and Additional Real Estate No. 6 (all of which being outside the Planned Community, as the same is currently defined) which service stormwater drainage facilities within portions of Shepherd Drive. Specifically, there are three (3) 20 foot wide drainage easements extending from Shepherd Drive which ultimately terminate in Detention Basin NO. 2 then having drainage discharge facilities which discharge stormwater from Detention Basin No. 2 into an unnamed tributary of Fox Run.

(d) "Lot 134 and Lot 135 Drainage Easements". There are two (2) drainage easements identified on the Plats and Plans and on Final Subdivision Plan/Phases 2 & 3 which extend from the cul-de-sac terminus of Shepherd Drive and into lands outside of the Planned Community. One (1) of those drainage easements contains stormwater piping and an outlet structure which delivers water onto Lot 134. The other drainage easement, which also contains

stormwater piping and an outlet structure, delivers stormwater onto Lot 135. Pursuant to Section 3.5 of the Declaration, Township is responsible for maintaining the stormwater drainage facilities inside the dedicated right-of-way of Shepherd Drive. The portions of these two stormwater facilities extending outside the dedicated right-of-way of Shepherd Drive and onto Lot 134 and Lot 135 are Controlled Facilities. These drainage easements are also subject to the Cross Easement and Use Restriction Agreement referenced in Section 2.1 (e) ("Lot OS-2A").

E. Section 11.8 "Streets." The Declaration is hereby amended by deleting the contents of said Section 12.8 contained in the Declaration, in its entirety, and substituting therefore the following:

Section 11.8 Streets.

(a) Completion and Dedication of Streets. The portions of Ashcombe Drive, Sheppard Drive, Lyn Circle and Wood Hall Way to be constructed, as shown on Final Subdivision Plan/Phase I and Final Subdivision Plan/Phases 2 & 3, are to be constructed in accordance with municipal requirements and Declarant shall offer the rights-of-way and the improved streets to Township for dedication. Upon acceptance of the offer of dedication by Township, said streets shall become public streets. In the unlikely event that the rights-of-way (to include the streets constructed therein) are not accepted by Township then, in that event, said rights-of-way and the streets constructed therein shall become Common Facilities and shall be governed by the provisions of this Declaration and the Act.

(b) Lot 134 Access to Sheppard Drive. As shown in Final Subdivision Plan Phases 2 & 3, a separate lot has been created consisting of 2.67 acres (more or less) located at the southern most end of Sheppard Drive, known as "Lot 134". Lot 134 is owned by Declarant, subject to a Straw Party Agreement, but is not part of the Planned Community. Pursuant to General Note 21 of Final Subdivision Plan/Phases 2 & 3, the primary access for Lot 134 is by way of a shared driveway leading to Route 74. It was a requirement of the Township that a second emergency access be provided for Lot 134 to the rear leading to Sheppard Drive, in exchange for Lot 134 being created. Pursuant to General Note 21, this access is for emergency vehicles/personnel and resident evacuation only. Neither Declarant or any other future owner of Lot 134 has responsibility for any maintenance to Sheppard Drive as a result of the connection of this emergency access drive to Lot 134.

7. Plans Showing Horizontal Lot Boundaries, Identifying Numbers and **Legal Descriptions – Phase 2.** The legal descriptions for Lot No. 2, Lot No. 3, Lot No. 4, Lot No. 5, Lot No.6, Lot No.7, Lot No. 8, Lot No.9, Lot NO. 10, Lot No. 11, Lot No. 12, Lot No. 13, Lot No. 14, Lot No. 15, Lot No. 16, Lot No. 17, Lot No. 18, Lot No. 19, Lot No. 20, Lot No. 21, Lot No. 22, Lot No. 108, Lot No. 109, Lot No. 110, and Lot No. 112 are attached to and made a part of this First Amendment as Exhibit B. The Plans shOWing lot boundaries and identifying numbers



are part of the Plats and Plans.

8. Plans Showing Horizontal Lot Boundaries, Identifying Numbers and Legal Descriptions - Phase 3. The legal descriptions for Lot No. 23, Lot No. 24, Lot No. 25, Lot No. 26, Lot No. 27, Lot No. 28, Lot No. 29, Lot No. 30, Lot No. 31, Lot No. 32, Lot No. 33, Lot No. 34, Lot No. 35, Lot No. 36, Lot No. 37, Lot No. 38, Lot No. 39, Lot No. 40, Lot No. 41, Lot No. 42, Lot No. 43, Lot No. 44, Lot No. 45, Lot No. 46, Lot No. 47, Lot No. 48, Lot No. 49, Lot No. 111, Lot No. 129, Lot No. 130, Lot No. 131, and Lot No. 132, together with an Open Space Area to be known as Lot OS-2A. Lot No. 23, Lot No. 24, Lot No. 25, Lot No. 111, Lot No. 129, Lot No. 130, Lot No. 131, and Lot No. 132 are attached to and made a part of this First Amendment as Exhibit C. The Plans showing lot boundaries and identifying numbers are part of the Plats and Plans.

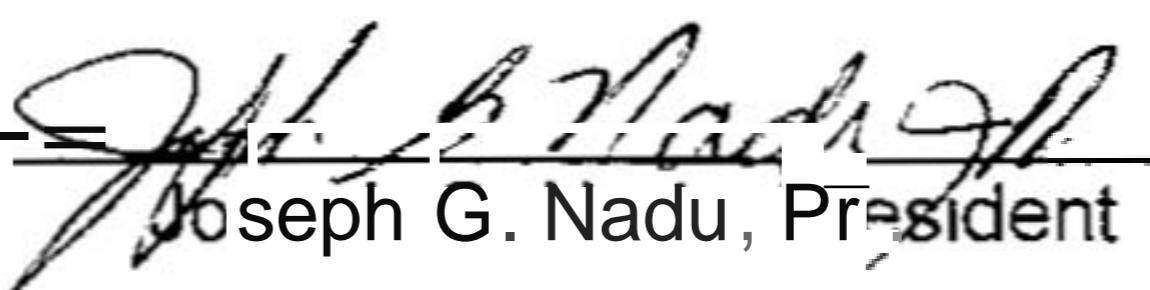
9. Plats and Plans. Additional Plats and Plans pertaining to Convertible Real Estate No. 1 and Convertible Real Estate No. 2, which supplement the Plats and Plans contained in Exhibit "S" of the Declaration are attached to and made a part of this First Amendment as Exhibit D.

10. Balance of Declaration. All other terms and conditions of the Declaration shall be made and remain in effect and the Declaration shall only be amended as specifically provided in this First Amendment.

*IN WITNESS WHEREOF*, the said Declarant has caused this First Amendment to the Declaration to be executed as of the day and year first above written.

DECLARANT:

AFW DEVELOPMENT, INC.

By:   
Joseph G. Nadu, President

(SEAL)

JOINDER

The undersigned, purchaser of Lot No. 22, Phase 2, Ashcombe Farms West, by Deed, dated November 21, 2005, hereby joins in this First Amendment to Declaration for Ashcombe Farms West, a Planned Community, for the purpose of agreeing that said Lot No. 22 shall, in perpetuity, be bound by the Declaration for Ashcombe Farms West recorded in the Office of the Recorder of Deeds of York County, Pennsylvania in Record Book 1682, Page 8704, as amended by the First Amendment to Declaration and subsequent amendments, which may occur from time to time. Declarant intends to record the First Amendment to Declaration adding Lot No. 22 to the Planned Community after the Deed conveying Lot No. 22 to the undersigned has accepted and recorded, and the undersigned now desire to confirm, by this Joinder, that said Lot No. 22 shall be under and subject to the terms and conditions of the Declaration, the First Amendment to Declaration and all subsequent amendments thereafter as if the Declaration and the First Amendment to Declaration had be recorded prior to conveyance of said Lot No. 22.

IN WITNESS WHEREOF, the undersigned have caused this Joinder to be signed this 21st day of November, 2005.

Dale R. Wenrich (SEAL)  
Dale R. Wenrich

Linda K. Wenrich (SEAL)  
Linda K. Wenrich

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF YORK : ss.

On this, the 21st day of November, 2005, before me, the undersigned officer, personally appeared DALE R. WENRICH and LINDA K. WENRICH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Sharon L. Boehl, Notary Public  
Springfield Township, York County  
My Commission Expires Aug. 19, 2008

Sharon L. Boehl  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF YORK : SS.

On this, the 11<sup>th</sup> day of November, 2005, before me, the undersigned officer, personally appeared JOSEPH G. NADU, who acknowledged himself to be the President of Ashcombe Farms West, a Planned Community, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Sharon L. Boehl  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Sharon L. Boehl, Notary Public  
Springfield Township, York County  
My Commission Expires Aug. 19, 2008

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF YORK : SS.

Recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book \_\_\_\_\_, Page \_\_\_\_\_

Witness by hand and seal of said office this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_, Recorder

Return to: Robert M. Walker, Esquire  
Johnson, Duffie, Stewart & Weidner  
P.O. Box 109  
Lemoyne, PA 17043-0109

:249174 v.2

# **EXHIBIT II**

FIRST AMENDMENT TO DECLARATION FOR ASHCOMBE FARMS WEST  
A Flexible Residential Planned Community ("First Amendment")



**EXHIBIT A**  
**LEGAL DESCRIPTION LOT OS-2A**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as being Lot OS-2A as shown on the Plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

CONTAINING 120,786 sq. ft. (2.77 acres)

**EXHIBIT B**  
**LOT LEGAL DESCRIPTIONS - PHASE 2**

Ashcombe Farms West - Phase 2 and 3  
Lot #2

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Wood Hall Way, said point being the southeasterly corner of Lot 3; thence, N 47°38'10" W a distance of 100.78' to a point; thence, N 42°21 '50" E a distance of 90.00' to a point on the southeasterly right-of-way line of Sheppard Drive; thence, along Sheppard Drive S 47°38'10" E a distance of 72.78' to a point thence, on a curve to the right having a radius of 28.00', an arc length of 43.98', on a chord bearing of S 02°38'10" E and a chord distance of 39.60' to a point on the northwesterly right-of-way line of Wood Hall Way S 42°21 '50" W a distance of 62.00' to a point and place of BEGINNING.

CONTAINING 8,902 sq. ft. (0.20 acres)

Being: Lot 2 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West-Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #3

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Wood Hall Way, said point being the northeasterly corner of Lot 4; thence, N 64°16'29" W a distance of 112.83' to a point; thence, N 42°21'50" E a distance of 91.59' to a point; thence, S 47°38'10" E a distance of 100.78' to a point on the northwesterly right-of-way line of Wood Hall Way; thence, S 42°21 '50" W a distance of 9.18' to a point; thence, on a curve to the left having a radius of 175.00', an arc length of 50.82', on a chord bearing of S 34°02'40" W and a chord distance of 50.64' to a point and place of BEGINNING.

CONTAINING 7,842 sq. ft. (0.18 acres)

Being: Lot 3 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West-Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot #4**

**All** that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Wood Hall Way, said point being the northeasterly corner of Lot 5; thence, N 83°55'09" W a distance of 150.00' to a point; thence, N 33°36'47" E a distance of 90.66' to a point; thence, N 42°21'50" E a distance of 20.31' to a point; thence, S 64°16'29" E a distance of 112.83' to a point on the westerly right-of-way line or Wood Hall Way; thence, on a curve to the left having a radius of 175.00', an arc length of 60.00', on a chord bearing of S 15°54'11" W and a chord distance of 59.71' to a point and place of BEGINNING.

CONTAINING 10,614 sq. ft. (0.24 acres)

Being: Lot 4 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot#5**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Wood Hall Way, said point being the northeasterly corner of Lot 6; thence, S 76°26'12" W a distance of 150.00' to a point; thence, N 03°44'28" W a distance of 110.88' to a point; thence, S 83°55'09" E a distance of 150.00' to a point on the westerly right-of-way line of Wood Hall Way; thence, on a curve to the left having a radius of 175.00', an arc length of 60.00', on a chord bearing of S 03°44'28" E and a chord distance of 59.71' to a point and place of BEGINNING.

CONTAINING 12,504 sq. ft. (0.29 acres)

Being: Lot 5 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West – Phase 2 and 3  
Lot #6

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Wood Hall Way, said point being the northwesterly corner of Lot 7; thence, S 56°47'33" W a distance of 161.28' to a point; thence, N 17°45'31" W a distance of 113.35' to a point; thence, N 76°26'12" E a distance of 150.00' to a point on the westerly right-of-way line of Wood Hall Way; thence, on a curve to the left having a radius of 175.00', an arc length of 60.00', on a chord bearing of S 23°23'08" E and a chord distance of 59.71' to a point and place of BEGINNING.

CONTAINING 13,121 sq. ft. (0.30 acres)

Being: Lot 6 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West-Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #7

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Wood Hall Way, said point being the northwesterly corner of Lot 8; thence, S 41°54'39" W a distance of 150.00' to a point; thence, N 48°05'21" W a distance of 100.91' to a point; thence, N 56°47'33" E a distance of 161.28' to a point on the southwesterly right-of-way line of Wood Hall Way; thence, on a curve to the left having a radius of 175.00', an arc length of 45.45', on a chord bearing of S 40°38'54" E and a chord distance of 45.33' to a point; thence, S 48°05'21" E a distance of 14.55' to a point and place of BEGINNING.

CONTAINING 12,240 sq. ft. (0.28 acres)

Being: Lot 7 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West-Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



Ashcombe Farms West - Phase 2 and 3  
Lot #8

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Wood Hall Way, said point being the northwesterly corner of Lot 9; thence, S 41°54'39" W a distance of 150.00' to a point; thence, N 48°05'21" W a distance of 63.05' to a point; thence, N 41°54'39" E a distance of 150.00' to a point on the southwesterly right-of-way line of Wood Hall Way; thence, S 48°05'21" E a distance of 63.05' to a point and place of BEGINNING.

CONTAINING 9,458 sq. ft. (0.22 acres)

Being: Lot 8 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West-Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #9

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Wood Hall Way, said point being the northwesterly corner of Lot 10; thence, S 41°54'39" W a distance of 149.95' to a point; thence, N 48°05'21" W a distance of 63.00' to a point; thence, N 41°54'39" E a distance of 150.00' to a point on the southwesterly right-of-way line of Wood Hall Way; thence, S 48°05'21" E a distance of 61.41' to a point; thence, on a curve to the right having a radius of 28.00', an arc length of 1.59', on a chord bearing of S 46°27'40" E and a chord distance of 1.59' to a point and place of BEGINNING.

CONTAINING 9,450 sq. ft. (0.22 acres)

Being: Lot 9 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West-Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot#10

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Wood Hall Way, said point being the northwesterly corner of Lot 10; thence, S 41°54'39" W a distance of 92.13' to a point; thence, N 48°05'21" W a distance of 63.00' to a point; thence, N 41°54'39" E a distance of 149.95' to a point on the westerly right-of-way line of Wood Hall Way; thence, on a curve to the right having a radius of 28.00', an arc length of 34.53', on a chord bearing of S 09°30'18" E and a chord distance of 32.38' to a point; thence, on a curve to the left having a radius of 55.00', an arc length of 55.59', on a chord bearing of S 03°08'01" E and a chord distance of 53.26' to a point and place of BEGINNING.

CONTAINING 7,588 sq. ft. (0.17 acres)

Being: Lot 10 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #11

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southerly right-of-way line of Wood Hall Way, said point being the northwesterly corner of Lot OS-2A; thence, S 39°08'53" E a distance of 45.98' to a point; thence, S 41°54'39" W a distance of 100.00' to a point; thence, N 48°05'21" W a distance of 100.48' to a point; thence, N 41°54'39" E a distance of 92.13' to a point on the westerly right-of-way line of Wood Hall Way; thence, on a curve to the left having a radius of 55.00', an arc length of 60.00', on a chord bearing of S 63°20'33" E and a chord distance of 57.00' to a point and place of BEGINNING.

CONTAINING 9,882 sq. ft. (0.23 acres)

Being: Lot 11 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West- Phase 2 and 3  
Lot #12

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Wood Hall Way, said point being the southwesterly corner of Lot 13; thence, S 89°54'32" E a distance of 113.94' to a point; thence, S 04°39'00" E a distance of 32.33' to a point; thence, S 04°09'38" W a distance of 69.95' to a point; thence, N 82°39'19" W a distance of 110.02' to a point; thence, N 39°08'53" W a distance of 50.77' to a point on the southerly right-of-way line of Wood Hall Way; thence on a curve to the left having a radius of 55.00', an arc length of 60.00', on a chord bearing of N 31°20'37" E and a chord distance of 57.07' to a point and place of BEGINNING.

CONTAINING 11,832 sq. ft. (0.27 acres)

Being: Lot 12 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West- Phase 2 and 3  
Lot#13

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Wood Hall Way, said point being the southwesterly corner of Lot 14; thence, N 42°21'50" E a distance of 110.31' to a point; thence, S 46°23'39" E a distance of 34.67' to a point; thence, S 31°23'27" E a distance of 50.05' to a point; thence, S 18°01'08" E a distance of 50.07' to a point; thence, S 04°39'00" E a distance of 17.70' to a point; thence, N 89°54'32" W a distance of 113.94' to a point on the easterly right-of-way line of Wood Hall Way; thence, on a curve to the left having a radius of 55.00', an arc length of 46.25', on a chord bearing of N 23°59'57" W and a chord distance of 44.90' to a point; thence, N 48°05'21" W a distance of 13.75' to a point to a point and place of BEGINNING..

CONTAINING 11,697 sq. ft. (0.27 acres)

Being: Lot 13 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**

**Lot #14**

**All** that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Wood Hall Way, said point being the southwesterly corner of Lot 15; thence, N 42°21 '50" E a distance of 111.28' to a point; thence, S 47°38'10" E a distance of 44.01' to a point; thence, S 46°23'39" E a distance of 20.99' to a point; thence, S 42°21 '50" W a distance of 110.31' to a point on the northeasterly right-of-way line of Wood Hall Way; thence, N 48°05'21" W a distance of 65.00' to a point and place of BEGINNING.

CONTAINING 7,212 sq. ft. (0.17 acres)

Being: Lot 14 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**

**Lot #15**

**All** that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Wood Hall Way, said point being the southwesterly corner of Lot 16; thence, N 42°21 '50" E a distance of 111.80' to a point; thence, S 47°38'10" E a distance of 65.00' to a point; thence, S 42°21 '50" W a distance of 111.80' to a point on the northeasterly right-of-way line of Wood Hall Way; thence, N 48°05'21 " W a distance of 65.00' to a point and place of BEGINNING.

CONTAINING 7,250 sq. ft. (0.17 acres)

Being: Lot 15 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



**Ashcombe Farms West - Phase 2 and 3**  
**Lot#16**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Wood Hall Way, said point being the southwesterly corner of Lot 17; thence, N 42°21'50" E a distance of 112.31' to a point; thence, S 47°38'10" E a distance of 65.00' to a point; thence, S 42°21'50" W a distance of 111.80' to a point on the northeasterly right-of-way line of Wood Hall Way; thence, N 48°05'21" W a distance of 65.00' to a point and place of BEGINNING.

CONTAINING 7,284 sq. ft. (0.17 acres)

Being: Lot 16 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot #17**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Wood Hall Way, said point being the southwesterly corner of Lot 16; thence, N 48°05'21" W a distance of 10.00' to a point; thence, on a curve to the right having a radius of 125.00', an arc length of 184.71', on a chord bearing of N 05°45'23" W and a chord distance of 168.36' to a point; thence, S 47°38'10" E a distance of 135.35' to a point; thence, S 42°21'50" W a distance of 112.31' to a point on the northeasterly right-of-way line of Wood Hall Way and place of BEGINNING.

CONTAINING 11,934 sq. ft. (0.27 acres)

Being: Lot 17 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot #18**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Sheppard Drive, said point being the northerly corner of Lot 19; thence, S 42°21'50" W a distance of 111.7B' to a point; thence, N 47°3B'10" W a distance of 99.36' to a point on the southerly right-of-way line of Wood Hall Way; thence, on a curve to the right having a radius of 125.00', an arc length of 12.63', on a chord bearing of N 39°2B'19" E and a chord distance of 12.63' to a point; thence, N 42°21'50" E a distance of 71.1B' to a point; thence, on a curve to the right having a radius of 2B.00', an arc length of 43.98', on a chord bearing of N 87°21'50" E and a chord distance of 39.60' to a point; on the southwesterly right-of-way line of Sheppard Drive; thence, S 47°3B'10" E a distance of 72.00' to a point and place of BEGINNING.

CONTAINING 11,007 sq. ft. (0.25 acres)

Being: Lot 1B as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot#19**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Sheppard Drive, said point being the northerly corner of Lot 20; thence, S 42°21'50" W a distance of 111.7B' to a point; thence, N 47°38'10" W a distance of 70.00' to a point; thence, N 42°21'50" E a distance of 111.78' to a point on the southwesterly right-of-way line of Sheppard Drive; thence, S 47°38'10" E a distance of 70.00' to a point and place of BEGINNING.

CONTAINING 7,825 sq. ft. (0.18 acres)

Being: Lot 19 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**

**Lot #20**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Sheppard Drive, said point being the northerly corner of Lot 21; thence, S 42°21 '50" W a distance of 111.78' to a point; thence, N 47°38'10" W a distance of 70.00' to a point; thence, N 42°21 '50" E a distance of 111.78' to a point on the southwesterly right-of-way line of Sheppard Drive; thence, S 47°38'10" E a distance of 70.00' to a point and place of BEGINNING.

CONTAINING 7,825 sq. ft. (0.18 acres)

Being: Lot 20 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**

**Lot #21**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Sheppard Drive, said point being the northerly corner of Lot 22; thence, S 42°21 '50" W a distance of 111.78' to a point; thence, N 47°38'10" W a distance of 70.00' to a point; thence, N 42°21'50" E a distance of 111.78' to a point on the southwesterly right-of-way line of Sheppard Drive; thence, S 47°38'10" E a distance of 70.00' to a point and place of BEGINNING.

CONTAINING 7,825 sq. ft. (0.18 acres)

Being: Lot 21 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**

**Lot #22**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Sheppard Drive, said point being the northerly corner of Lot 23; thence, S 51°55'29" W a distance of 110.00' to a point; thence, N 46°23'39" W a distance of 55.66' to a point; thence, N 42°21 '50" E a distance of 111.78' to a point on the southwesterly right-of-way line of Sheppard Drive; thence, S 47°38'10" E a distance of 19.94' to a point; thence, on a curve to the right having a radius of 325.00', an arc length of 54.23', on a chord bearing of S 42°51 '20" E and a chord distance of 54.17' to a point and place of BEGINNING.

CONTAINING 7,246 sq. ft. (0.17 acres)

Being: Lot 22 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**

**Lot #108**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Ashcombe Drive, said point being the easterly corner of Lot 109; thence, N 47°38'10" W a distance of 118.00' to a point; thence, N 42°21 '50" E a distance of 46.52' to a point; thence, S 62°27'27" E a distance of 114.66' to a point on the northwesterly right-of-way line of Ashcombe Drive; thence, on a curve to the right having a radius of 215.00', an arc length of 55.62', on a chord bearing of S 34°57'11" W and a chord distance of 55.46" to a point; thence, S 42°21 '50" W a distance of 20.85.' to a point and place of BEGINNING

CONTAINING 7,195 sq. ft. (0.17 acres)

Being: Lot 108 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



**Ashcombe Farms West - Phase 2 and 3**  
**Lot #109**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Ashcombe Drive, said point being the southwesterly corner of Lot 108; thence, S 42°21'50" W a distance of 62.00' to a point; thence, on a curve to the right having a radius of 28.00', an arc length of 43.98', on a chord bearing of S 87°21'50" W and a chord distance of 39.60' to a point; thence, N 47°38'10" W a distance of 90.00' to a point; thence, N 42°21'50" E a distance of 89.75' to a point; thence, S 47°38'10" a distance of 118.00' to a point and place of BEGINNING.

CONTAINING 10,452 sq. ft. (0.24 acres)

Being: Lot 109 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot#110**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Sheppard Drive, said point being the northwesterly corner of Lot 109; thence, N 47°38'10" W a distance of 74.31' to a point; thence, N 42°21'50" E a distance of 205.62' to a point; thence, S 20°22'40" E a distance of 32.68' to a point; thence, S 02°27'49" W a distance of 70.56' to a point; thence, S 42°21'50" W a distance of 136.27' to a point and place of BEGINNING.

CONTAINING 13,160 sq. ft. (0.30 acres)

Being: Lot 110 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot#112**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly right-of-way line of Ashcombe Drive, said point being the northerly corner of Lot 111; thence, N 42°21'50" E a distance of 26.74' to a point; thence, on a curve to the left having a radius of 265.00', an arc length of 38.16', on a chord bearing of N 38°14'18" E and a chord distance of 38.13' to a point; thence, S 55°53'13" E a distance of 113.26' to a point; thence, S 42°21'50" W a distance of 81.03' to a point; thence, N 47°38'10" W a distance of 109.34' to a point and place of BEGINNING.

CONTAINING 8,028 sq. ft. (0.18 acres)

Being: Lot 112 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**EXHIBIT C**  
**LOT LEGAL DESCRIPTIONS PHASE 3**

**Ashcombe Farms West - Phase 2 and 3**  
Lot #23

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 24; thence, S 65°17'37" W a distance of 110.00' to a point; thence, N 31°23'27" W a distance of 50.05' to a point; thence, N 51°55'29" E a distance of 110.00' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 325.00', an arc length of 75.83', on a chord bearing of S 31°23'27" E and a chord distance of 75.66' to a point and place of BEGINNING.

CONTAINING 6,979 sq. ft. (0.16 acres)

Being: Lot 23 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #24

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 25; thence, S 78°40'06" W a distance of 110.00' to a point; thence, N 18°01'08" W a distance of 50.07' to a point; thence, N 65°17'37" E a distance of 110.00' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 325.00', an arc length of 75.87', on a chord bearing of S 18°01'08" E and a chord distance of 75.69' to a point and place of BEGINNING.

CONTAINING 6,982 sq. ft. (0.16 acres)

Being: Lot 24 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #25

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 26; thence, N 87°58'06" W a distance of 110.00' to a point; thence, N 04°39'00" W a distance of 50.03' to a point; thence, N 78°40'06" E a distance of 110.00' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 325.00', an arc length of 75.80', on a chord bearing of S 04°39'00" E and a chord distance of 75.63' to a point and place of BEGINNING.

CONTAINING 6,976 sq. ft. (0.16 acres)

Being: Lot 25 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #26

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot OS-2A; thence, N 85°50'22" W a distance of 110.15' to a point; thence, N 04°09'38" E a distance of 69.95' to a point; thence, S 87°58'06" E a distance of 110.00' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 325.00', an arc length of 12.08', on a chord bearing of S 03°05'46" W and a chord distance of 12.08' to a point; thence, S 04°09'38" W a distance of 61.96' to a point and place of BEGINNING.

CONTAINING 7,930 sq. ft. (0.18 acres)

Being: Lot 26 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



**Ashcombe Farms West - Phase 2 and 3**  
Lot #27

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 28; thence, N 67°34'05" W a distance of 130.71' to a point; thence, N 22°25'55" E a distance of 40.54' to a point; thence, S 75°48'45" E a distance of 118.61' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 375.00', an arc length of 59.13', on a chord bearing of S 09°23'52" W and a chord distance of 59.01' to a point and place of BEGINNING.

CONTAINING 6,186 sq. ft. (0.14 acres)

Being: Lot 27 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #28

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-Of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 29; thence, N 67°34'05" W a distance of 133.51' to a point; thence, N 22°25'55" E a distance of 24.00' to a point; thence, S 67°34'05" E a distance of 130.71' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 375.00', an arc length of 24.17', on a chord bearing of S 15°45'41" W and a chord distance of 24.16' to a point and place of BEGINNING.

CONTAINING 3,174 sq. ft. (0.07 acres)

Being: Lot 28 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #29

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 30; thence, N 67°34'05" W a distance of 134.77' to a point; thence, N 22°25'55" E a distance of 24.00' to a point; thence, S 67°34'05" E a distance of 133.51' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 375.00', an arc length of 24.04', on a chord bearing of S 19°26'38" W and a chord distance of 24.03' to a point and place of BEGINNING.

CONTAINING 3,222 sq. ft. (0.07 acres)

Being: Lot 29 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April B, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West- Phase 2 and3  
Lot #30

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 31 ; thence, N 67°34'05" W a distance of 134.28' to a point; thence, N 22°25'55" E a distance of 28.00' to a point; thence, S 67°34'05" E a distance of 134.77' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 375.00', an arc length of 28.01' , on a chord bearing of S 23°25'12" W and a chord distance of 28.00' to a point and place of BEGINNING.

CONTAINING 3,772 sq. ft. (0.09 acres)

Being: Lot 30 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April B, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West – Phase 2 and 3  
Lot #31

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 32; thence, N 67°34'05" W a distance of 131.70' to a point; thence, N 22°25'55" E a distance of 28.00' to a point; thence, S 67°34'05" E a distance of 134.28' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 375.00', an arc length of 28.13', on a chord bearing of S 27°42'31" W and a chord distance of 28.12' to a point and place of BEGINNING.

CONTAINING 3,729 sq. ft. (0.09 acres)

Being: Lot 31 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #32

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 33; thence, N 55°37'06" W a distance of 132.59' to a point; thence, N 41°01'37" E a distance of 33.00' to a point; thence, S 67°34'05" E a distance of 131.70' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 375.00', an arc length of 60.11', on a chord bearing of S 34°26'58" W and a chord distance of 60.05' to a point and place of BEGINNING.

CONTAINING 6,089 sq. ft. (0.14 acres)

Being: Lot 32 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #33

**All** that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 34; thence, N 45°37'27" W a distance of 130.01' to a point; thence, N 41°01'37" E a distance of 33.75' to a point; thence, S 55°37'06" E a distance of 132.59' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, on a curve to the right having a radius of 375.00', an arc length of 39.15', on a chord bearing of S 42°01'57" W and a chord distance of 39.13' to a point; thence, S 45°01'23" W a distance of 17.60' to a point and place of BEGINNING.

CONTAINING 5,939 sq. ft. (0.14 acres)

Being: Lot 33 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #34

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 35; thence, N 45°37'27" W a distance of 130.01' to a point; thence, N 45°01'23" E a distance of 24.00' to a point; thence, S 45°37'27" E a distance of 130.01' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, S 45°01'23" W a distance of 24.00' to a point and place of BEGINNING.

CONTAINING 3,120 sq. ft. (0.07 acres)

Being: Lot 34 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



**Ashcombe Farms West - Phase 2 and 3**

**Lot #35**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 36; thence, N 45°37'27" W a distance of 130.01' to a point; thence, N 45°01 '23" E a distance of 24.00' to a point; thence, S 45°37'27" E a distance of 130.01' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, S 45°01 '23" W a distance of 24.00' to a point and place of BEGINNING.

CONTAINING 3,120 sq. ft. (0.07acres)

Being: Lot 35 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**

**Lot #36**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 37; thence, N 45°37'27" W a distance of 130.01' to a point; thence, N 45°01 '23" E a distance of 28.00' to a point; thence, S 45°37'27" E a distance of 130.01' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, S 45°01'23" W a distance of 28.00' to a point and place of BEGINNING.

CONTAINING 3,640 sq. ft. (0.08acres)

Being: Lot 36 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #37

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 38; thence, N 45°37'27" W a distance of 130.01' to a point; thence, N 45°01'23" E a distance of 28.00' to a point; thence, S 45°37'27" E a distance of 130.01' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, S 45°01'23" W a distance of 28.00' to a point and place of BEGINNING.

CONTAINING 3,640 sq. ft. (0.08acres)

Being: Lot 37 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #38

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 39; thence, N 50°30'21" W a distance of 129.49' to a point; thence, N 42°48'39" E a distance of 47.80' to a point; thence, S 45°37'27" E a distance of 130.01' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, S 45°01'23" W a distance of 4.22' to a point; thence, on a curve to the left having a radius of 725.00', an arc length of 32.54', on a chord bearing of S 43°44'14" W and a chord distance of 32.54' to a point and place of BEGINNING.

CONTAINING 5,474 sq. ft. (0.08acres)

Being: Lot 38 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West – Phase 2 and 3**

Lot #39

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 40; thence, N  $55^{\circ}13'39''$  W a distance of 131.74' to a point; thence, N  $42^{\circ}48'39''$  E a distance of 47.82' to a point; thence, S  $50^{\circ}30'21''$  E a distance of 129.49' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 36.91', on a chord bearing of S  $40^{\circ}59'33''$  W and a chord distance of 36.91' to a point and place of BEGINNING.

CONTAINING 5,502 sq. ft. (0.13 acres)

Being: Lot 39 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West – Phase 2 and 3**

Lot #40

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 41; thence, N  $55^{\circ}13'39''$  W a distance of 130.14' to a point; thence, N  $34^{\circ}46'21''$  E a distance of 24.00' to a point; thence, S  $55^{\circ}13'39''$  E a distance of 131.74' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 24.05', on a chord bearing of S  $38^{\circ}35'00''$  W and a chord distance of 24.05' to a point and place of BEGINNING.

CONTAINING 3,141 sq. ft. (0.07 acres)

Being: Lot 40 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #41

**All** that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 42; thence, N 55°13'39" W a distance of 129.34' to a point; thence, N 34°46'21" E a distance of 24.00' to a point; thence, S 55°13'39" E a distance of 130.14' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 24.01', on a chord bearing of S 36°41 '02" W and a chord distance of 24.01 " to a point and place of BEGINNING.

CONTAINING 3,112 sq. ft. (0.07 acres)

Being: Lot 41 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
Lot #42

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 43; thence, N 55°13'39" W a distance of 129.41' to a point; thence, N 34°46'21 " E a distance of 28.00' to a point; thence, S 55°13'39" E a distance of 129.34' to a point on the northwesterly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 28.00'. on a chord bearing of S 34°37'43" W and a chord distance of 28.00" to a point and place of BEGINNING.

CONTAINING 3,620 sq. ft. (0.08 acres)

Being: Lot 42 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



Ashcombe Farms West - Phase 2 and 3  
Lot #43

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 44; thence, N 60°51'20" W a distance of 128.82' to a point; thence, N 31°21'16" E a distance of 49.55' to a point; thence, S 55°13'39" E a distance of 129.41' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 36.87', on a chord bearing of S 32°03'54" W and a chord distance of 36.87" to a point and place of BEGINNING.

CONTAINING 5,566 sq. ft. (0.13 acres)

Being: Lot 43 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #44

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 45; thence, N 65°32'25" W a distance of 131.11' to a point; thence, N 31°21'16" E a distance of 47.92' to a point; thence, S 60°51'20" E a distance of 128.82' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 37.18', on a chord bearing of S 29°08'19" W and a chord distance of 37.18" to a point and place of BEGINNING.

CONTAINING 5,507 sq. ft. (0.13 acres)

Being: Lot 44 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot #45**

**All** that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 46; thence, N 65°32'25" W a distance of 130.16' to a point; thence, N 24°27'35" E a distance of 24.00' to a point; thence, S 65°32'25" E a distance of 131.11' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 24.02', on a chord bearing of S 26°43'13" W and a chord distance of 24.02" to a point and place of BEGINNING.

CONTAINING 3,134 sq. ft. (0.07 acres)

Being: Lot 45 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot #46**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 47; thence, N 65°32'25" W a distance of 130.01' to a point; thence, N 24°27'35" E a distance of 24.00' to a point; thence, S 65°32'25" E a distance of 130.16' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 24.00', on a chord bearing of S 24°49'22" W and a chord distance of 24.00" to a point and place of BEGINNING.

CONTAINING 3,120 sq. ft. (0.07 acres)

Being: Lot 46 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #47

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 48; thence, N 65°32'25" W a distance of 130.83' to a point; thence, N 24°27'35" E a distance of 28.00' to a point; thence, S 65°32'25" E a distance of 130.01' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 28.01', on a chord bearing of S 22°46'03" W and a chord distance of 28.01" to a point and place of BEGINNING.

CONTAINING 3,649 sq. ft. (0.08 acres)

Being: Lot 47 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #48

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 49; thence, N 65°32'25" W a distance of 132.75' to a point; thence, N 24°27'35" E a distance of 28.00' to a point; thence, S 65°32'25" E a distance of 130.83' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 28.07', on a chord bearing of S 20°33'05" W and a chord distance of 28.07" to a point and place of BEGINNING.

CONTAINING 3,688 sq. ft. (0.08 acres)

Being: Lot 48 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot #49**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheppard Drive, said point being the northeasterly corner of Lot 134; thence, N 65°32'25" W a distance of 95.78' to a point; thence, N 50°48'54" W a distance of 43.10' to a point; thence, N 24°27'35" E a distance of 29.59' to a point; thence, S 65°32'25" E a distance of 132.75' to a point on the westerly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 725.00', an arc length of 40.82', on a chord bearing of S 17°49'46" W and a chord distance of 40.81" to a point and place of BEGINNING.

CONTAINING 5,241 sq. ft. (0.12 acres)

Being: Lot 49 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot#111**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Ashcombe Drive, said point being the westerly corner of Lot 112; thence, S 47°38'10" E a distance of 119.34' to a point; thence, S 59°31'06" W a distance of 105.48' to a point on the easterly right-of-way line of Sheppard Drive; thence, on a curve to the left having a radius of 375.00', an arc length of 65.28', on a chord bearing of N 35°28'07" W and a chord distance of 65.20" to a point; thence, on a curve to the right having a radius of 28.00', an arc length of 40.47', on a chord bearing of N 00°57'15" E and a chord distance of 37.04" to a point; thence, N 42°21'50" E a distance of 59.27' to a point and place of BEGINNING.

CONTAINING 9,462 sq. ft. (0.22 acres)

Being: Lot 111 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.



Ashcombe Farms West - Phase 2 and 3  
Lot #129

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Sheppard Drive, said point being the southwesterly corner of Lot 130; thence, N 87°27'00" E a distance of 110.00' to a point; thence, S 00°05'15" E a distance of 57.38' to a point; thence, S 53°50'48" W a distance of 30.07' to a point; thence, N 85°50'22" W a distance of 88.00' to a point; thence, N 04°09'38" E a distance of 20.00' to a point; thence, on a curve to the left having a radius of 375.00', an arc length of 43.92', on a chord bearing of N 00°48'19" E and a chord distance of 43.90' to a point and place of BEGINNING.

CONTAINING 7,529 sq. ft. (0.17 acres)

Being: Lot 129 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West – Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

Ashcombe Farms West - Phase 2 and 3  
Lot #130

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Sheppard Drive, said point being the southwesterly corner of Lot 131; thence, N 78°08'22" E a distance of 110.00' to a point; thence, S 07°12'19" E a distance of 78.73' to a point; thence, S 87°27'00" W a distance of 110.00' to a point; thence, on a curve to the left having a radius of 375.00', an arc length of 60.94', on a chord bearing of N 07°12'19" W and a chord distance of 60.87' to a point and place of BEGINNING.

CONTAINING 7,602 sq. ft. (0.17 acres)

Being: Lot 130 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot #131**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Sheppard Drive, said point being the southwesterly corner of Lot 132; thence, N 68°49'44" E a distance of 110.00' to a point; thence, S 16°30'57" E a distance of 78.73' to a point; thence, S 78°08'22" W a distance of 110.00' to a point; thence, on a curve to the left having a radius of 375.00', an arc length of 60.94', on a chord bearing of N 16°30'57" W and a chord distance of 60.87' to a point and place of BEGINNING.

CONTAINING 7,602 sq. ft. (0.17 acres)

Being: Lot 131 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**Ashcombe Farms West - Phase 2 and 3**  
**Lot#132**

All that certain tract of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Sheppard Drive, said point being the southwesterly corner of Lot 132; thence, N 59°31 '06" E a distance of 105.48' to a point; thence, S 29°06'51" E a distance of 78.49' to a point; thence, S 68°49'44" W a distance of 110.00' to a point; thence, on a curve to the left having a radius of 375.00', an arc length of 60.94', on a chord bearing of N 25°49'35" W and a chord distance of 60.87' to a point and place of BEGINNING.

CONTAINING 7,425 sq. ft. (0.17 acres)

Being: Lot 132 as shown on the plan entitled "Final Subdivision Plan for Ashcombe Farms West - Phases 2 & 3" by R.J. Fisher and Associates, Inc. dated December 7, 2004 and last revised on April 8, 2005 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania.

**EXHIBIT 0**  
**REVISED PLATS AND PLANS**

(See Declaration Plat for First Amending of Declaration  
<sup>PLAN</sup>  
recorded in\Book GG, Page 2502.)

[SEE POCKET PART AT BACK OF PUBLIC OFFERING STATEMENT]

# **EXHIBIT III**

BYLAWS OF ASHCOMBE FARMS WEST HOMEOWNERS' ASSOCIATION

(See Exhibit T of Declaration)



# **EXHIBIT IV**

PLATS AND PLANS/PHASES 1, 2 and 3

(See Exhibit S of Declaration and Exhibit D of the First Amendment)

(See also Pocket Part at back of Public Offering Statement)

# EXHIBIT V

SAMPLE OF DEED

TAX PARCEL NO.

**DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand \_\_\_\_\_ (200\_\_\_), between AFW Development, Inc., a Pennsylvania corporation, hereinafter called "Grantor,"

and

\_\_\_\_\_ hereinafter called "Grantee."

**WITNESSETH**

That the said Grantor, \_\_\_\_\_ and consideration of the sum of \_\_\_\_\_ Thousand (\$0.00) Dollars, lawful money of the United States of America, well and truly paid by the said Grantee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, their heirs and assigns,

ALL THAT CERTAIN Land in \_\_\_\_\_ known, named and identified in the Declaration, referred to below, as "Ashcombe Farms West, A Flexible Residential Planned Community," located in Dover Township, York County, Pennsylvania, which has heretofore been submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §§5101 et seq., and the recording in the Office of the Recorder of Deeds of York County, Pennsylvania, the Declaration for Ashcombe Farms West, A Flexible Residential Planned Community ("Declaration"), dated September 10, 2002; 2004, recorded October 15, 2004, in Record Book 1682, Page 8704, designated in such Declaration, as Lot No. \_\_\_\_\_ (Identifying Number), as described in Section 2.2 of the Declaration, and shown (and described) in Exhibits Land S of the Declaration.

BEING Lot No. \_\_\_\_\_ A flexible subdivision Plan for Phase I of Ashcombe Farms West, dated September 10, 2002, last revised September 13, 2004, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book SS, Page 826,

BEING part of the same premises which Ashcombe Products Company, a Pennsylvania corporation, by its Deed dated June 29, 2004, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 1664, Page 1120, granted and conveyed unto AFW Development, Inc., Grantor herein.

**UNDER AND SUBJECT** to any and all restrictive covenants, conditions, restrictions, rights-of-way, easements and agreements of record and that a physical inspection of the premises would disclose, including, but not limited to those set forth in the above referenced Declaration and those depicted and described on the aforementioned Subdivision Plan.

**TOGETHER**, with all the rights of way, water, watercourses, rights, liberties, privilege, hereditaments and appurtenances whatsoever thereto *belonging* or in any wise appertaining, and the reversion and remainders, rents, issues and profits thereof; all of the estate, right, title, interest, property, claim and demand whatsoever of said Grantor, in law, equity or otherwise howsoever, of, in and to the same as hereby par hereof.

**TO HAVE AND TO HOLD** the said Lot, above-described, and the hereditaments and premises here granted or mentioned and intended so to be, with the appurtenances unto the said Grantee, his successors and assigns, to and for the only proper use and behoof of the said Grantor, his heirs and assigns forever.

And the said Grantor hereby covenants and agrees that Grantor will warrant specially the property hereby conveyed.

**IN WITNESS WHEREOF**, Grantor has caused this Deed to be executed the day and year first above written.

**AFW Development, Inc.**

By \_\_\_\_\_

Joseph G. Nadu, President



COMMONWEALTH OF PENNSYLVANIA :  
: 55.  
COUNTY OF \_\_\_\_\_ :

On this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared JOSEPH G. NADU, who acknowledged himself to be President of A W Development, Inc., a Pennsylvania corporation, and being authorized to do so, executed this document for the purposes therein contained by signing the name of the company by himself as President.

IN WITNESS WHEREOF, I have set my hand and official seal.

\_\_\_\_\_  
Notary Public

I hereby certify that the precise residence and complete post office address of the within named Grantee is: \_\_\_\_\_

\_\_\_\_\_  
Attorney / Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA :  
: 55.  
COUNTY OF YORK :

RECORDED on this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 200\_\_, in the Recorder's office of the said County, in Record Book \_\_\_\_\_, Page \_\_\_\_\_

Given under my hand and the seal of the said office, the date above written.  
\_\_\_\_\_, Recorder.

# **EXHIBIT VI**

SAMPLE AGREEMENT OF SALE

AGREEMENT OF SALE

Form approved by REALTORS® Association of York and Adams Counties, Inc.

BROKER: SALES ASSOCIATE: Acting as: Buyer's Agent, Sub-Agent, Designated Agent for Buyer with Broker as Dual Agent of Seller and Buyer

BROKER: SALES ASSOCIATE: Acting as: Seller's Agent, Transaction Licensee, Dual Agent, Designated Agent for Seller with Broker as Dual Agent of Seller and Buyer

THIS AGREEMENT is made this day of

1. PARTIES: Between hereinafter called Seller, and hereinafter called Buyer. (residing at Zip)

2. PROPERTY: Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase: ALL THAT CERTAIN tract of ground with improvements thereon, if any, known as

Municipality, County, State, Zip Identification: (Tax ID., Parcel #, Deed Book/Page)

3. ZONING: The ZONING CLASSIFICATION of the property is. Failure of this Agreement to contain the zoning classification (except in cases where the property and each parcel thereof, if subdividable, is zoned fully or primarily to permit single family dwellings) shall render this Agreement voidable at the option of the Buyer, and, if voided, any deposit tendered by the Buyer shall be returned to the Buyer without any requirement for court action.

4. PURCHASE PRICE: The purchase price is \$ (Dollars) to be paid in cash or equivalent at time of settlement.

5. DEPOSITS: Security for the purchase is to be as follows: a) Cash/check at signing of this Agreement. b) Note/other (specify)

6. FINANCING CONTINGENCY: This sale is contingent upon the following financing for Buyer: a) The amount of financing \$, is for a term of years. The type of financing (Fixed/Adjustable/Insured) Interest rate of mortgage lender, not to exceed a maximum interest rate of %. b) The Seller agrees to pay Buyer's closing costs, including prepaid expenses in the maximum amount of. c) The maximum financing placement, origination, or loan discount fees, or similar charges, to be paid by BUYER shall not exceed % of loan amount. d) Unless otherwise agreed by Seller, Buyer's financing shall not be contingent upon sale or settlement of any real estate owned by Buyer. e) Buyer shall make a completed application including payment for appraisal and credit report, to a responsible lending institution on or before. Should the Buyer fail to make such completed application within the specified time, it shall be the option of the Seller to declare this Agreement of Sale null and void at which time all deposit monies paid on account shall be forfeited to the Seller as liquidated damages and all copies of this Agreement shall be returned to the Seller's agent for cancellation. Financing terms as stated above cannot be changed without written agreement of all parties. f) A written mortgage commitment must be obtained by. If a written commitment is not received by the above date, Buyer and Seller agree to extend the commitment date until Seller terminates this Agreement in writing; and in such event, any deposit shall be returned to Buyer.

7. ADDITIONAL TERMS AND CONTINGENCIES ARE: a) Written acceptance parties must be obtained on or before: b) Settlement is to be made on or before c) Possession is to be delivered: d) Payment of transfer taxes will be divided equally between Buyer and Seller. e) All income and expenses, including but not limited to real estate taxes, rents, water, sewer and refuse charges, condo fees, homeowners' association fees and similar charges, public or private, shall be prorated to date of (settlement/possession) on a fiscal year basis. f)

8. FIXTURES, TREES, SHRUBBERY, ETC.: All plumbing, heating, air conditioning and electrical systems and fixtures and systems appurtenant thereto and forming a part thereof, antennas, masts and rotor systems; screens, storm windows and/or doors, shades, awnings, blinds, drapery and curtain rods and hardware; radiator covers, kitchen cabinets, built-in appliances and wall-to-wall carpet. All trees, shrubbery, and plantings now on property, garage door openers, storage sheds, remaining heating and cooking fuels, excluding propane, stored on the property at time of settlement, all items included in the Seller Disclosure Statement, and

are included in the sale and purchase price. The following items are EXCLUDED from the sale:

None of the above-mentioned included items shall be removed by Seller from premises after the date of this Agreement. Seller hereby warrants that Seller will deliver good title to all the articles described in this paragraph, and any other fixtures or items of personality specifically scheduled to be included in this sale.

9. DISCLOSURES/INSPECTIONS IF ANY: Buyer acknowledges receipt of the mandatory Seller Disclosure Statement (initial) and of the following indicated written disclosures and/or addenda, all of which are made a part of this Agreement. ( ) Disclosure and Inspection Addendum ( ) Lead-based Paint Brochure ( ) Dual Agency Addendum ( ) Lead-based Paint Testing Contingency ( ) FHA Home Inspection Notice ( ) Disclosure of Affiliated Business Relationships ( ) VMHA Ammendatory Clause/Certification ( ) Addendum for Property Not Connected to Public Sewer



10. ASSESSMENTS AND **NOTICES**: As of the acceptance date of this Agreement, Seller represents the following:
- No public assessment or notice of a future public assessment for any matter including water, sewer, sidewalk or curbs, has been made against the property.
  - Buyer acknowledges that taxes may increase due to change of assessment or millage rates.
  - No condominium or homeowners' association assessments, if any, remain unpaid.
  - Seller has no knowledge of any notice by any governmental or public authority relating to violations of zoning, housing, building, safety or fire ordinances or codes.
  - Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
  - Sellers of property enrolled in the Clean and Green program shall, as required by law, give the county assessor 30 days notice of the pending sale.
  - Buyer acknowledges that building codes, zoning ordinances, subdivision ordinances and restrictive covenants may control any addition to or modification of the property as well as restrict the use of the property.
- If prior to settlement Seller receives any assessments or notices, as previously stated, then Seller shall immediately give notice to Buyers. Unless otherwise prohibited by law, Buyer will be responsible for any written notice served upon Seller after execution of this Agreement and for the payment thereafter of any public improvement and condominium or homeowners' association assessments.
11. RIGHT-TO-FARM LAW 3 P.S. Section 951-957: The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
12. TITLE AND COSTS:
- The Premises are to be conveyed free and clear of all liens, encumbrances and easements, EXCEPTING HOWEVER: Existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any; otherwise the title to the above-described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
  - If the Seller cannot give a good and marketable title, such as will be insured by a reputable Title Insurance Company at regular rates, then the Buyer has the option of taking such title as the Seller can give without abatement of price or of being repaid all monies paid by Buyer to Seller on account of the purchase and the Seller will reimburse the Buyer for any costs incurred by the Buyer for inspections specified in paragraph #9 and #12 (c) items (1), (2), (3), and in paragraph #12 (d); and in the latter event there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become NULL AND VOID and all copies will be returned to Seller's agent for cancellation.
  - The Buyer will pay for the following:
    - The premium for title insurance and/or title search, or fee for cancellation of same, if any.
    - The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any.
    - Appraisal fees and charges paid in advance to mortgagee, if any.
    - Buyer's normal settlement costs.
  - Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the premises (or the correction thereof), shall be secured and paid for by the Seller. However, any surveyor surveys desired by the Buyer or required by his/her mortgagee shall be secured and paid for by the Buyer.
13. DOMESTIC RELATIONS LIEN: Pennsylvania law requires county Domestic Relations Offices to impose property liens for overdue child support. If applicable, Buyer and Seller shall advise their agent/licensed so verification of lien status can be promptly determined.
14. DEPOSIT AND RECOVERY FUND: Deposits or hand monies shall be paid to Listing Broker, who shall retain the same until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Listing Broker may hold any uncashed check tendered as deposit pending the acceptance of this offer. In the event of dispute for the return of deposit monies, Listing Broker will distribute the monies pursuant to a final order of court or the written agreement of the parties.
- A real estate recovery fund exists to reimburse persons who have suffered monetary loss and have obtained an uncollectable judgment due to fraud, misrepresentation or deceit in a real estate transaction by a Pennsylvania licensee. For complete details, call 717-783-3658.
15. TENDER AND POSSESSION:
- Title shall be tendered by way of warranty deed and possession is to be delivered by keys to a vacant building (if any) broom clean, free of debris or by deed and assignment of existing lease(s) at time of settlement if premises are tenant-occupied the signing of this Agreement, unless otherwise specified herein.
  - Seller will not enter into any new leases, written extension of existing leases, if any, of the premises without expressed written consent of the Buyer.
  - Formal tender of executed deed and purchase money is hereby waived.
  - Buyer reserves the right to make a pre-settlement inspection of the subject premises.
16. MAINTENANCE AND RISK OF LOSS:
- Seller shall maintain the property (including all items mentioned in paragraph #8 herein) and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
  - Seller shall bear risk of loss from fire, or other casualties unilime of settlement. In the event of damage to any property included in this sale by fire or by other casualties, not repaired or replaced prior to settlement, Buyer should have the option of rescinding this Agreement and receiving all monies paid on account or of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer hereby is notified that he may insure his equitable interest in this property as of the time of the acceptance at this Agreement.
  - Buyer agrees, if necessary, to apply to not less than three insurance companies in order to secure basic Homeowners' insurance coverage.
17. RECORDING: This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record.
18. ASSIGNMENT: This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable. On the assigns of the parties hereto, it being expressly understood, however, that the Buyer shall not transfer or assign this Agreement without the written consent of the Seller.
19. DEFAULT: Time shall be of the essence with respect to performance of any obligation arising under this Agreement. Compliance therefore must be made by the specified date(s) or Seller may, at Seller's sole election, hold Buyer in breach of this agreement. Should the Buyer: 1) fail to make any additional payments, as specified in paragraph #5, or 2) furnish false or incomplete information to the Seller, Seller's Agent or the mortgage lender concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of mortgage loan commitment, or 3) violate or fail to fulfill and perform any of the terms or conditions of this Agreement. The Seller may, at Seller's option, elect:
- to declare the agreement of sale null and void; and
  - to proceed against the buyer for Seller's actual damages; or
  - to retain all deposit money paid on account as liquidated damages which amount the parties agree is a reasonable sum and not in the nature of a penalty.
- Should the Seller violate or fail to fulfill and perform any of the terms and conditions of this Agreement, Buyer may elect:
- to pursue Buyer's remedy for specific performance of the Agreement or
  - proceed against the Seller for Buyer's actual damages; or
  - receive a return of the deposit money and also be entitled to receive an additional sum equal to the deposit money paid on the account as liquidated damages which amount the parties agree is a reasonable sum and not in the nature of a penalty.



- 20 REPRESENTATIONS: Seller represents that Seller has informed Buyer of any hidden or latent defects of which Seller has knowledge. It is understood that the Buyer inspected the property and any personal property to be included in the sale or hereby waives the right to do so and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representations which were not included in this agreement whether made by any broker, transaction licensee or any of their respective sales people, employees, officers and/or partners. Buyer agrees that any and all statements, claims, advertisements, marketing, promotional exhibits, building and subdivision plans made or presented by Seller, brokers, their licensees, employees, officers, or partners are not incorporated in this agreement of sale unless expressly so stated to be made a part thereof. The Buyer has agreed to purchase the property in its present condition unless otherwise specified herein. It is further understood that this Agreement contains the whole Agreement between the Seller and the Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed or modified except in writing executed by the parties.
21. RELEASE: Buyer hereby releases, quit-claims and forever discharges all real estate licensees, employees and any officer or partner of any one of them and any other person, firm or corporation who may be liable by or through them from any and all claims, losses or demands, in law or equity, including but not limited to personal injuries, property damage and any and all of the consequences thereof, whether now known or not, which may arise from the presence of mold, all wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects or deficiencies in the onlot sewage disposal system and/or on-site water service system, or any defects or conditions on the property. This release shall survive settlement.
22. MEDIATION: The Buyers, Sellers and Brokers agree that disputes relating to this Agreement SHALL be submitted to mediation in accordance with the rules and procedures of the dispute resolution system established by the REALTORS® Association of York and Adams Counties, Inc., and that if any agreement is reached by the Buyers, Sellers and Brokers pursuant to a mediation conference, it shall be binding upon them. Costs of mediation to be shared equally by Buyers, Sellers and Brokers named in the dispute. This duty to mediate disputes shall survive final settlement.
23. EXECUTION: This Agreement and any amendments thereto, may be executed by the parties by way or transmission through a Facsimile (FAX) machine; such a copy shall have the same legal enforceability and binding effect upon the parties as though it were signed by all parties in original form.

APPROVAL BY BUYER: The Buyers hereto, intending to be legally bound hereby, have hereunder set their hands and seals the day and year first above written.

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ (SEAL)

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ (SEAL)

WITNESS \_\_\_\_\_ BUYER (SEAL)

APPROVAL BY SELLER: Seller hereby accepts/counteroffers the above proposal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The effective date of this Agreement shall be the date on which the offer or any counteroffer is accepted as evidenced by the dated signature or dated initials.

WITNESS \_\_\_\_\_ SELLER (SEAL)

WITNESS \_\_\_\_\_ SELLER (SEAL)

WITNESS \_\_\_\_\_ SELLER (SEAL)

TAX PARCEL NO. 24-KG-152B  
PALOMINO ROAD

**AMENDMENT TO THE DECLARATION**  
**FOR**  
**ASHCOMBE FARMS WEST, A PLANNED COMMUNITY**  
**A FLEXIBLE RESIDENTIAL PLANNED COMMUNITY**

Pursuant to the provisions of the  
Pennsylvania Uniform Condominium Act,  
68 Pa.C.S. §3101 *et. seq.*, as amended

APRIL \_\_\_\_, 2010

Prepared by: KAGEN, MacDONALD & FRANCE, P.C.  
2675 Eastern Boulevard  
York, PA 17402  
Telephone: (717) 757-4565  
Facsimile: (717) 755-4708  
Email: [epaskey@yorklaw.com](mailto:epaskey@yorklaw.com)

**AMENDMENT TO THE DECLARATION FOR ASHCOMBE FARMS WEST, A  
PLANNED COMMUNITY; A FLEXIBLE RESIDENTIAL PLANNED COMMUNITY**

**PREAMBLE**

**THIS AMENDMENT**, is made this \_\_\_\_ day of April, 2010, by the Ashcombe Farms West Homeowner's Association (hereinafter "Association"), incorporated and organized under § 5301 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et. seq.*, as amended (hereinafter the "Act"), to the Declaration for Ashcombe Farms West;

**WHEREFORE**, on or about September 22, 2004, AFW Development, Inc, a Pennsylvania Corporation, caused to be recorded a Declaration for Ashcombe Farms West, a Planned Community; a Flexible Residential Planned Community (hereinafter "Declaration"), with the Office of the Recorder of Deeds in and for York County, Pennsylvania in record book 1682, page 8704;

**WHEREFORE**, article XI, Section 11.5, and Exhibit T of the Declaration sets forth that AFW Development had organized a Pennsylvania nonprofit corporation known as "Aschcombe Farms West Homeowners' Association", previously identified as the "Association, and had adopted Bylaws of the Association in accordance with the Act and consistent with the Declaration.

**WHEREFORE**, on or about \_\_\_\_\_, 2010, pursuant to Article V, Section 5.1, amendments to the Declaration were adopted by a vote of Lot Owners of Lots to which at least sixty-seven (67%) of the votes in the Association are allocated and at least fifty-one (51%) of the votes of Permitted Mortgagees.

**WHEREFORE**, pursuant to § 5219 ( c) of the Act, the Association desires to cause to be recorded and indexed these Amendments to the Declaration.

**AMENDMENTS**

**ARTICLE VII, USE AND DEVELOPMENT, SECTION 7.1, Use, Occupancy and Development Restrictions, (g)** is amended as follows:

- (g) A fence, wall or other dividing instrumentality (e.g.) vegetation hedge may be constructed or planted upon a Lot which a single family detached dwelling, a single family semi-detached dwelling or single family attached dwelling may be constructed and shall be constructed or erected behind the front building line of the single family detached dwelling, single family semi-detached dwelling or single family attached dwelling constructed (or



to be constructed) upon the Lot subject to the conditions of this paragraph. No fence, wall or other dividing instrumentality may be constructed or planted which encloses or partially incloses a front porch or front yard of any dwelling. Any fence constructed upon a Lot which contains a single family semi-detached dwelling or single family attached dwelling must be at least four (4) feet in height, but no more than six (6) feet in height. Any fence, wall or other dividing instrumentality shall be approved by Declarant, and upon expiration of Declarant's control, by the Executive Board; any such fence, wall or other dividing instrumentality shall be constructed in accordance with municipal requirements. The "the front building line of the single family detached dwelling, single family semi-detached dwelling or single family attached dwelling constructed (or to be constructed) upon the Lot" shall mean a line extending from the front exterior corner of the dwelling at a 90 degree angle to the side property lines of the Lot. In the event of a dispute of what constitutes "the front building line of the single family detached dwelling, single family semi-detached dwelling or single family attached dwelling constructed (or to be constructed) upon the Lot" the determination of the Declarant and, following the expiration of Declarant's control, the Executive Board, shall be binding, final and conclusive. A fence, wall or other dividing instrumentality may not be constructed (or planted) upon any Lot unless a single family detached dwelling, single family semi-detached dwelling, or single family detached dwelling has been or is in the process of being constructed upon said Lot.

**ARTICLE VII, USE AND DEVELOPMENT, SECTION 7.1, Use, Occupancy and Development Restrictions, (m) is amended as follows:**

- (m) No commercial vehicle with a gross vehicular weight greater than 11,000 lbs, non-passenger vehicle of any type or unlicensed motor vehicle of any type shall be permitted to remain upon a Lot or upon any street within the Planned Community unless garaged or specifically permitted in this section. This restriction shall not apply to Declarant or builders (to include subcontractors) in conjunction with the building or construction activities. Box trucks and/or moving vans shall be permitted to be parked on any Lot (including driveway) or any public or private street for no more than seven (7) calendar days per any calendar year.



**ARTICLE VII, USE AND DEVELOPMENT, SECTION 7.1, Use, Occupancy and Development Restrictions, (m) is amended as follows:**

- (o) The installation, use and maintenance of television, radio, satellite, and other similar telecommunication devices shall be subject to such Rules and Regulations as may be imposed by the Association from time-to-time. All such Rules and Regulations shall be in accordance with applicable Federal Communications Commission Regulations. No CB Radio tower, or any support for such tower, may be installed, constructed or erected within ten (10) feet of any property line of any Lot.

**ARTICLE VII, USE AND DEVELOPMENT, SECTION 7.1, Use, Occupancy and Development Restrictions, (v) is amended as follows:**

- (v) No above ground pools shall be permitted on Lots upon which single family semi-detached dwellings or single family attached dwellings are constructed or to be constructed. Above ground pools are permitted only on Lots upon which single family detached dwellings are constructed or to be constructed as provided herein. Lot owners are required to provide the Association, on an annual basis, with proof of additional liability insurance sufficient to cover the cost of all damage to real or personal property of any and all Lot owners resulting from above-ground pool failure or defect, including damage resulting from flooding. Prior to the installation or construction of an above ground pool on any lot, the Lot Owner shall execute a waiver of liability and/or indemnity agreement selected by the Association in which the Lot Owner shall fully and completely absolve the Association from any and all liability and/or agree to indemnify the Association against any claims resulting from any and all damage caused to real or personal property resulting from above-ground pool failure or defect, including flooding. In accordance with Dover Township Zoning regulations, all above-ground pools must be equipped with a ladder which can be locked and enclosed by a permanent fence. Additionally, Lot Owners shall comply with all other rules and regulations concerning, referring or relating to above-ground pools as may be imposed by the Association from time-to-time. No in-ground swimming pools shall be permitted with respect to a Lot upon which a single family attached dwelling or a single family semi-detached dwelling has been or will be constructed. An in-ground swimming pool shall be permitted upon a Lot on which a single family detached dwelling has been constructed and said in-ground

swimming pool shall be constructed at the rear of the single family detached dwelling constructed upon the Lot.

**ARTICLE VII, USE AND DEVELOPMENT, SECTION 7.1, Use, Occupancy and Development Restrictions, (y) is amended as follows:**

- (y) Any swingset, playhouse, any combination of swingset and playhouse, slide or other such apparatus, shall not be constructed or erected on any Lot without the prior written approval of Declarant, and following expiration of Declarant's control, the Executive Board. Any such swingset, playhouse, any combination of swingset and playhouse, slide or other such apparatus shall only be constructed or erected to the rear of any single family detached or single family semi-detached dwelling upon the Lot and shall not be constructed within (10) feet of any side or rear property line for the Lot.

**ARTICLE XI, MISCELLANEOUS, SECTION 11.9, Enforcement, is amended as follows:**

Declarant, Association and each Lot Owner are empowered to enforce the provision of this Declaration. Declarant and, following the expiration of Declarant's control, the Association are empowered to enforce the provision of this Declaration by requiring Lot Owners, prior to the commencement or construction of any improvement upon any Lot or alteration of the exterior of a dwelling constructed on any Lot regulated by this Declaration, to complete any application, form or procedure as may be required by the Declarant or the Executive Board to determine if such improvement or alteration are permitted under this Declaration or the Bylaws. Declarant and, following the expiration of Declarant's control, the Association may impose monetary fines against Lot Owners for violations or failure to remedy violations of this Declaration or the Bylaws after providing the Lot Owners with notice of the violation followed by a reasonable opportunity to cure.



IN WITNESS WHEREOF, the Aschcombe Farms West Homeowners' Association, has caused this Declaration to be executed as of the day and year first above written.

WITNESS:

ASCHCOMBE FARMS WEST  
HOMEOWNERS' ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_  
BY, (INSERT NAME), PRESIDENT

COMMONWEALTH OF PENNSYLVANIA :

:

:

:ss.

County of York

:

On this, the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the President of Aschcombe Farms West Homeowners' Association, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public